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OFFERING CIRCULAR  
UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

# FORM 1-A



REGULATION A OFFERING STATEMENT  
UNDER THE SECURITIES ACT OF 1933

## Leo Tech Holdings, Inc.

Commission File Number: 0001620959

### *Wyoming*

UNITED STATES:  
Leo Tech Holdings, Inc.  
1105 Monterey Place  
Wilmington, Delaware 19809  
Phone: (213) 407-4386

5084 – Industrial Machinery & Equipment

(Primary Standard Industrial  
Classification Code Number)

47-1901699

(I.R.S. Employer Identification Number)

THIS OFFERING STATEMENT SHALL ONLY BE QUALIFIED UPON ORDER OF THE COMMISSION, UNLESS  
A SUBSEQUENT AMENDMENT IS FILED INDICATING THE INTENTION TO BECOME QUALIFIED BY  
OPERATION OF THE TERM OF REGULATION A.

**PART I - NOTIFICATION UNDER REGULATION A**

**Item 1. Significant Parties**

**(a) (b) Directors and Officers.**

<u>Name and Address</u>	<u>Position(s) Held</u>
Mr. Alexander Woods-Leo Leo Tech Holdings, Inc., 1105 Monterey Place, Wilmington, Delaware 19809	Founder & Chief Executive Officer
Jonathan Bloomfield Leo Tech Holdings, Inc., 1105 Monterey Place, Wilmington, Delaware 19809	Director of Business Development
Justin Williams Leo Tech Holdings, Inc., 1105 Monterey Place, Wilmington, Delaware 19809	Director of Agriculture

**(c) General Partners of the Issuer N/A**

**(d) (e) Recorded and Beneficial owners of 5 percent or more of any class of the issuer's equity securities.**

The following provides the names and addresses of each of the LeoTech Holdings, Inc. affiliates who own 5% or more of any class of our preferred or common stock:

Name and Address of Record Owner	Shares of Voting Stock of Record Owned	Percentage of Total Voting of Record Owned
Mr. Alexander Woods-Leo (1) (2)	Preferred Class A	60%
	Common	66.2%
Mr. Jonathan Bloomfield (3) (4)	Preferred Class A	15%
	Common	13.6%
Mr. Justin Williams (5) (6)	Preferred Class B	100%
	Preferred Class C	20%
	Common	11%

- (1) Mr. Alexander Woods-Leo is the Founder & Chief Executive Officer of Leo Tech Holdings, Inc.
- (2) Address: Leo Tech Holdings, Inc., 1105 Monterey Place, Wilmington, Delaware 19809
- (3) Mr. Jonathan Bloomfield is the Director of Business Development for Leo Tech Holdings, Inc.
- (4) Address: Leo Tech Holdings, Inc., 1105 Monterey Place, Wilmington, Delaware 19809
- (5) Mr. Justin Williams is the Director of Agriculture for Leo Tech Holdings, Inc.
- (6) Address: LeoTek, Inc., 1105 Monterey Place, Wilmington, Delaware 19809

**(f) Promoters of the issuer**

Leo Tech Holdings, Inc.  
1105 Monterey Place  
Wilmington, Delaware 19809  
Phone: (302) 588-5040  
[AlexMWoodsLeo@Gmail.com](mailto:AlexMWoodsLeo@Gmail.com)  
<http://LeoTekHoldings.com>

**g) Affiliates of the issuer. None**

**(h) Counsel for Issuer and Underwriters.**

At this time of this filing there is no Counsel or Underwriter in connection with this offering.

The Alternative Securities Market Group (ASM) maintains an online portal for investors to purchase into our offering, and performs certain services for us in connection with the offering such as but not limited to distributing ongoing reports about our company. ASM is exclusively an ancillary service provider that will be reimbursed for documented expenses. The Company will be selling these Securities directly, and no underwriter or dealer is responsible for the distribution of this offering.

Although both Leo Tech Holdings, Inc. and ASM believe ASM's web portal will be sufficient to ensure success of the offering, the Company's relation with ASM is non-exclusive and the Company both has and reserves the right to enlist the aid of FINRA registered broker dealers if it is necessary to ensure success of the Offering. If so an appropriate Amendment shall be filed in a timely fashion.

To facilitate Leo Tech Holdings, Inc.'s liquidity at the onset of this Offering, in lieu of cash for its assistance in the obtaining a CIK No. and its assistance in the preparation of the registration statement, ASM has agreed to accept FOUR HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED EIGHTY shares of common Stock in the Company, representing 2% (two percent) of outstanding common stock shares upon completion of this Offering.

ASM will not receive any selling commissions; nor will it receive any fixed percentage of the Offering Proceeds as might a FINRA registered broker dealer. ASM will only receive documented expenses. Although ASM's expenses are likely to be somewhat proportional to the amount raised as they will be incurred during the duration of the raise, reimbursement of such documented expenses is **capped at an expense amount not to exceed 5% of the Offering proceeds**. Hence ASM does not qualify as an underwriter.

**(i) through (m) None**

**Item 2. Application of Rule 262.**

No persons identified in response to Item 1 are subject to any of the disqualification provisions as set forth in Rule 262.

**Item 3. Affiliate Sales.**

None of the proposed offering involves the resale of securities by affiliates of the issuer. The issuer has not had a net income from operations of the character in which the issuer intends to engage for at least one of its last two fiscal years. The Company has spent expenditures in excess of revenues the past two years developing its' products and marketing plans.

**Item 4. Jurisdictions in which Securities are to be offered.**

(a) The Securities to be offered in connection with this proposed offering shall not be offered by underwriters, dealers or salespersons.

(b) The Securities in this proposed offering shall be offered in the following jurisdictions (but not limited to), subject to qualification in each State, as necessary:

- California
- New York
- Florida
- Illinois
- Texas
- New Jersey
- Pennsylvania
- Nevada
- Arizona

Although the Company is not using a selling agent or finder in connection with this Offering, it will use a website as an online portal and information management tool in connection with the Offering. The Website is owned and operated by Alternative Securities Markets Group, a California Stock Corporation, an equity partner of the Company, can be viewed at <http://www.AlternativeSecuritiesMarket.com>.

This Offering Circular will be furnished to prospective Investors upon their request via electronic PDF format and will be available for viewing and download 24 hours per day, 7 days per week on the website.

In order to subscribe to purchase the Units, a prospective Investor must complete, sign and deliver the executed Subscription Agreement, Investor Questionnaire and Form W-9 to **Leo Tech Holdings, Inc.** and wire or mail funds for its subscription amount in accordance with the instructions included in the Subscription Package.

The Investing Section of the Website Hosting this Offering will be coded to only allow access to invest to those prospective Investors that reside in jurisdictions where the Offering is registered and meet any State-Specific Investor Suitability Standards.

**Item 5. Unregistered Securities Issued or Sold Within One Year.**

In Company was formed as a Wyoming Stock Corporation on September 18<sup>th</sup>, 2014. Upon its formation, the Company has issued the following Common Stock Units:

<u>Name &amp; Address</u>	<u>Amount Owned Prior to Offering</u> <u>21,994,000 Common Stock Units</u>	<u>Amount Owned After Offering</u> <u>21,994,000 Common Stock Units</u>
Mr. Alexander Woods-Leo Founder & CEO 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 15,000,000 Shares (68.2%) Preferred Stock Class A: 1,200,000 Shares (60%)	Common Stock: 15,000,000 Shares (68.2%) Preferred Stock Class A: 1,200,000 Shares (60%)
Mr. Jonathan Bloomfield Director 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 3,000,000 (13.6%) Preferred Stock Class A: 300,000 Shares (15%)	Common Stock: 3,000,000 Shares (13.6%) Preferred Stock Class A: 300,000 Shares (15%)

Mr. Justin Williams Director of Agriculture 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 2,420,000 Shares (11%) Preferred Stock Class B: 2,000,000 Shares (100%) Preferred Stock Class C: 200,000 Shares (20%)	Common Stock: 2,420,000 Shares (11%) Preferred Stock Class B: 2,000,000 Shares (100%) Preferred Stock Class C: 200,000 Shares (20%)
George Coles Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 100,000 (less than 1%) Preferred Stock: No Shares	Common Stock: 100,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Joseph Cepparulo Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. John Hellane Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Jason Little Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Kevin Ryan Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 60,000 (less than 1%) Preferred Stock: No Shares	Common Stock: 60,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Louis Mauro Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Ms. Ashley Douglas Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 24,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 24,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Tim Moudy Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Thomas Wick Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 350,000 Shares (1.5%) Preferred Stock: No Shares	Common Stock: 350,000 Shares (1.5%) Preferred Stock: No Shares

Mr. Justin Savoy Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 500,000 Shares (2.2%) Preferred Stock: No Shares	Common Stock: 500,000 Shares (2.2%) Preferred Stock: No Shares
Mr. Chase Cochran Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Chris McGinley Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 10,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 10,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Alex Colton Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares
Mr. Jonathan Nadeau Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares
Alternative Securities Markets Group Corporation 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: No Shares Preferred Stock: No Shares	Common Stock: 439,880 Shares (2%) Preferred Stock: No Shares

The issuance of all the foregoing shares was in reliance of the exception from registration afforded by Section 4(2) of the Securities Act of 1933, as amended.

In accordance with the Company agreement with Alternative Securities Markets Group ("ASM"), the Company shall place into escrow and issue to ASM up to 380,000 shares of Common Stock (the "Escrowed Common Stock") as follows:

- 20% of the Escrowed Common Stock Shares to be released to Alternative Securities Markets Group fully diluted upon the successful capitalization of the Company to 20% of this offering.
- Additional 20% (for a total of 40% of the total number of shares escrowed) of the Escrowed Common Stock Shares to be released to Alternative Securities Markets Group fully diluted upon the successful capitalization of the Company to 40% of this offering.
- Additional 20% (for a total of 60% of the total number of shares escrowed) of the Escrowed Common Stock Shares to be released to ASM fully diluted upon the successful capitalization of the Company to 60% of this offering.
- Additional 20% (for a total of 80% of the total number of shares escrowed) of the Escrowed Common Stock Shares to be released to ASM fully diluted upon the successful capitalization of the Company to 80% of this offering.
- Additional 20% (for a total of 100% of the total number of shares escrowed) of the Escrowed Common Stock Shares to be released to ASM fully diluted upon successfully diluted upon the successful capitalization of the Company to 100% of this offering.

**Item 6. Other Present or Proposed Offerings.**

The issuer is also presently offering this same offering to Non-U.S. Citizen Pursuant to Regulation S

No application is currently being prepared for the Company's Securities to be admitted to the Official Listing and trading on any regulated market. No application is being prepared to include the Securities to trading on an "Over-the-Counter" or "Open Market", though the Company intends to submit an S-1 or Form 10 Filing within TWELVE MONTHS of the close of this securities offering. There can be no assurance that a liquid market for the Securities will develop or, if it does develop, that it will continue. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of the Securities and investors wishing to sell the Securities might therefore suffer losses.

**Item 7. Marketing Arrangements.**

There are no marketing arrangements with respects to this offering. The Offering is on a "Best Efforts" basis and is being offered directly by the Company through its Officers and Directors. There are no plans to stabilize the market for the securities to be offered. The Company will be selling these Securities directly, and no underwriter or dealer is responsible for the distribution of this offering.

**Item 8. Relationship with Issuer of Experts Named in Offering Statement. None.**

**Item 9. Use of a Solicitation of Interest Document.**

The Company has not used a publication, whether or not authorized by Rule 254, prior to the filing of this notification

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# Leo Tech Holdings, Inc.

**Corporate:**

**Leo Tech Holdings, Inc.**  
**1105 Monterey Place**  
**Wilmington, Delaware 19809**  
**<http://www.LeoTechHoldings.com/>**  
**Phone: (302) 588-5040**

**Copy to:**

**Leo Tech Holdings, Inc.**  
**C/O: Alternative Securities Markets Group Corporation**  
**4050 Glencoe Avenue**  
**Marina Del Rey, California 90292**  
**<http://www.AlternativeSecuritiesMarket.com>**  
**Phone: (213) 407-4386**

**Best Efforts Offering of 50,000 9% Convertible Preferred Stock Units**

**Offering Price per 9% Convertible Preferred Stock Unit: \$100.00 (USD)**

**See: Details of the Offering**

**Maximum Offering: 50,000 9% Convertible Preferred Stock Units**

**Dated: November 1st, 2014**

Investing in the Company's Common Stock Units involves risks, and you should not invest unless you can afford to lose your entire investment. See "Risk Factors" beginning on page 14.

We are offering a maximum of 50,000 9% Convertible Preferred Stock Units (the "Securities"). **This Offering Statement shall only be qualified upon order of the Commission, unless a subsequent amendment is filed indicating the intention to become qualified by operation of the terms of Regulation A.**

All 9% Convertible Preferred Stock Units must be Converted to Company Common Stock either in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> year under the following terms and conditions at the Shareholders' Option:

- YEAR 2: (Shareholder Conversion Option)
  - At anytime during the second year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.
  
- YEAR 3: (Shareholder Conversion Option)
  - At anytime during the third year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus* 5% of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.
  
- YEAR 4: (Optional Conversion Option)
  - At anytime during the fourth year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus* 10% of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.

- The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market (“Over-the-Counter inter-dealer quotation system”), the shares shall convert to Common Stock in the Company at the “per share value” (minus any discounts) of the Company’s Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company’s Board of Directors.
- YEAR 5: (Optional & Mandatory Conversion Options)
- *Optional:* At anytime during the fourth year of the investment, the Shareholder may choose on the First Day of Each Month to convert each unit of the Company’s Convertible 9% Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company’s Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - *Mandatory:* On the last business day of the 5<sup>th</sup> year of the investment, the Shareholder MUST convert each Unit of the Company’s 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company’s Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market (“Over-the-Counter inter-dealer quotation system”), the shares shall convert to Common Stock in the Company at the “per share value” (minus any discounts) of the Company’s Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company’s Board of Directors.

This Offering Circular relates to the offering (the “Offering”) of up to 50,000 9% Convertible Stock Units in Leo Tech Holdings, Inc. The Securities offered through this Offering have no voting rights until the securities are converted to Common Stock Shares of the Company per the terms and conditions detailed in this Offering. The Offering will commence promptly after the date of this Offering Circular and will close upon the earlier of (1) the sale of 50,000 9% Convertible Preferred Stock Units, (2) One Year from the date this Offering begins, or (3) a date prior to one year from the date this Offering begins that is so determined by the Company’s Management (the “Offering Period”).

This Offering is being conducted on a “best-efforts” basis, which means the Company’s Management will use all commercially reasonable efforts in an attempt to sell all Securities of this Offering. No Manager of the Company will receive any commission or any other remuneration for the sales of securities through this Offering. In offering the Securities, the Company’s Management will rely on the safe harbor from broker-dealer registration set out in Rule 3a4-1 under the Securities Exchange Act of 1934.

The Securities will be offered for sale at a fixed price of \$100.00 USD per 9% Convertible Preferred Stock Unit. If all Securities are purchased, the gross proceeds to the Company will be \$5,000,000.00 USD. Though the Offering is being conducted on a “best-efforts” basis, the Company has set an investment minimum of \$500,000 USD before the Company will have access to the Investment Proceeds, which means all investment dollars invested in the Company prior to reaching the minimum of \$500,000 will be held in an investment escrow account, and only after \$500,000 in securities has been sold to investors (Five Thousand 9% Convertible Preferred Stock Units) will the Company have access to the Investment Proceeds. Accordingly, all Investment Funds after the Investment Minimum has been achieved, will become immediately available to the Company and may be used as they are accepted. Investors will not be entitled to a refund once the Investment Minimum of \$500,000 is achieved, and all investors will be subject to the terms, conditions and investment risks associated with this investment.

**THERE IS, AT THIS TIME, NO PUBLIC MARKET FOR THE SECURITIES.**

**THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES BEING OFFERED ARE EXEMPT FROM REGISTRATION. THE SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE.**

**THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THESE LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE REGULATORY AUTHORITY NOR HAS THE COMMISSION OR ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

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**ITEM 2: DISTRIBUTION SPREAD**

	Number of Securities Offered (1)	Offering Price	Selling Commissions (2)	Proceeds to Company
Per Security	—	\$100.00	\$0.00	\$100.00
Total Minimum	001	\$100.00	\$0.00	\$100.00
Total Maximum	50,000	\$5,000,000.00	\$0.00	\$5,000,000

1) We are offering a maximum of 50,000 9% Convertible Preferred Stock Units at the price indicated. See "Terms of the Offering."

(2) We do not intend to use a placement agent or broker for this Offering.

**THIS OFFERING CIRCULAR CONTAINS ALL OF THE REPRESENTATIONS BY THE COMPANY CONCERNING THIS OFFERING, AND NO PERSON SHALL MAKE DIFFERENT OR BROADER STATEMENTS THAN THOSE CONTAINED HEREIN. INVESTORS ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS OFFERING CIRCULAR.**

**THIS OFFERING CIRCULAR CONTAINS ALL OF THE REPRESENTATIONS BY THE COMPANY CONCERNING THIS OFFERING, AND NO PERSON SHALL MAKE DIFFERENT OR BROADER STATEMENTS THAN THOSE CONTAINED HEREIN. INVESTORS ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS OFFERING CIRCULAR.**

**THE U.S. SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR SELLING LITERATURE. THESE SECURITIES ARE OFFERED UNDER AN EXEMPTION FROM REGISTRATION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE SECURITIES ARE EXEMPT FROM REGISTRATION.**

**INVESTMENT IN SMALL BUSINESSES INVOLVES A HIGH DEGREE OF RISK, AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS THEY CAN AFFORD TO LOOSE THEIR ENTIRE INVESTMENT. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSURER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFER MADE BY THIS OFFERING CIRCULAR, NOR HAS ANY PERSON BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS OFFERING CIRCULAR, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL OR ANY PERSON TO WHO IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS OFFERING CIRCULAR NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE AS HAS BEEN NO CHANGE IN THE AFFAIRS OF OUR COMPANY SINCE THE DATE HEREOF.**

**THIS OFFERING CIRCULAR MAY NOT BE REPRODUCED IN WHOLE OR IN PART. THE USE OF THIS OFFERING CIRCULAR FOR ANY PURPOSE OHER THAN AN INVESTMENT IN SECURITIES DESCRIBED HEREIN IS NOT AUTHORIZED AND IS PROHIBITED.**

**THIS OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY THE COMPANY AT ANY TIME AND WITHOUT NOTICE. THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART NOTWITHSTANDING TENDER OF PAYMENT OR**

**TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF SECURITIES SUBSCRIBED FOR BY SUCH INVESTOR.**

**THE OFFERING PRICE OF THE SECURITIES IN WHICH THIS OFFERING CIRCULAR RELATES HAS BEEN DETERMINED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.**

**NASAA UNIFORM LEGEND:**

**IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY THE FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

**FOR ALL RESIDENTS OF ALL STATES:**

**THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE INTERESTS ARE SUBJECT IN VARIOUS STATES TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

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### ITEM 3. SUMMARY INFORMATION, RISK FACTORS AND DILUTION

***Investing in the Company's Securities is very risky. You should be able to bear a complete loss of your investment. You should carefully consider the following factors, including those listed in this Securities Offering.***

#### ***Agriculture Technology Industry Risks***

Agriculture Technology Industry investments are subject to varying degrees of risk. The yields available from equity investments in Agriculture Technology Industry Companies depends on the amount of income earned and capital appreciation generated by the company as well as the expenses incurred in connection therewith. If any of the Company's products or assets does not generate income sufficient to meet operating expenses, the Company's Common Stock value could adversely be affected. Income from, and the value of, the Company's Products and Assets may be adversely affected by the general economic climate, the general Agriculture Technology Market Conditions such as oversupply of related products or a reduction in demand for Agriculture products in the areas in which the Company's Products and Assets are located, competition from other Agriculture Technology Companies, and the Company's ability to provide adequate Agriculture Technology Products. Revenues from the Company's Products and Assets are also affected by such factors such as the costs of product operations and the local market conditions.

Because Agriculture Technology Industry investments are relatively illiquid, the Company's ability to vary its asset portfolio promptly in response to economic or other conditions is limited. The relative illiquidity of its holdings could impede the Company's ability to respond to adverse changes in the performance of its Products and Assets. No assurance can be given that the fair market value of the Products Produced or Assets Acquired by, or produced by the Company will not decrease in the future. Investors have no right to withdrawal their equity commitment or require the Company to repurchase their respective Common Stock interests and the transferability of the Common Stock Units is limited. Accordingly, investors should be prepared to hold their investment interest until the Company is dissolved and its assets are liquidated.

***Our Success Depends on the Adoption of our Hydroponic Systems by Several Communities, including (but not limited to) Horticulture Enthusiasts, Local Urban Farmers and Greenhouse Growers, and if these Communities do not Adopt our Products, then our Revenues will be Severely Limited***

The major groups to whom we believe our hydroponic equipment products appeal may not continue to embrace our products. Acceptance of our products will depend on several factors, including cost, ease of use, familiarity of use, convenience, timeliness, strategic partnerships, and reliability. If we fail to meet our customers' needs and expectations adequately, our product offerings may not be competitive and our ability to commence or continue generating revenues could be reduced. We also cannot ensure that our business model will gain wide acceptance among all targeted groups. If the market fails to continue to develop, or develops more slowly than we expect, our ability to commence or continue generating revenues could be reduced.

***Our Targeted Customer Base for our Hydroponic Equipment Products is Diverse and we Face Challenges in Adequately Meeting each Group's Needs***

Because we will serve multiple types of customers from gardening enthusiasts to small-scale produce farmers, we must work constantly to understand the needs, standards and technical requirements of several different customer groups and must devote significant resources to developing products for their interests. If we do not accurately predict our customers' needs and expectations, we may expend valuable resources in developing products that do not achieve broad acceptance across the markets.

***If our Suppliers are unable to Supply us with High Quality Hydroponic Growing Equipment Consistently at Sufficient Volumes, our Relationship with our Customers may Suffer and our Operating Results will be Adversely Affected***

Our customers expect us to deliver our hydroponic growing equipment consistently at sufficient volumes, while meeting their established quality standards. If our suppliers are unable to consistently deliver such volumes to us, our relationship with customers could be adversely affected which could have a negative impact on our operating results.

***Our Ability to Succeed Depends on our Ability to Grow our Business and Achieve Profitability***

The introduction of new products and services, and expansion of our product channels will contribute significantly to our operational results, and we will continue to develop new and innovative ways to manufacture our products and expand our

distribution in order to maintain our growth and achieve profitability. Our future operational success and profitability will depend on a number of factors, including, but not limited to:

- Our ability to manage costs;
- The increasing level of competition in the Agriculture Technology Industry;
- Our ability to continuously offer new and improved Agriculture products and services;
- Our ability to maintain sufficient production capacity for our products and services;
- Our ability to maintain efficient, timely and cost-effective production and delivery of our products and services;
- The efficiency and effectiveness of our sales and marketing efforts in building product and brand awareness;
- Our ability to identify and respond successfully to emerging trends in the Agriculture Technologies Industry;
- The level of consumer acceptance of our products and services;
- Regulatory compliance costs; and
- General economic conditions and consumer confidence.

We may not be successful in executing our growth strategy, and even if we achieve targeted growth, we may not be able to sustain profitability. Failure to successfully execute any material part of our growth strategy would significantly impair our future growth and our ability to attract and sustain investments in our business.

***If We Fail to Promote and Maintain our Brand in the Market, our Business, Operating Results, Financial Condition, and our Ability to Attract Customers will be Materially Adversely Affected***

Our success depends on our ability to create and maintain brand awareness for our product and services offerings. This may require a significant amount of capital to allow us to market our products and establish brand recognition and customer loyalty. Many of our competitors in this market are larger than us and have substantially greater financial resources. Additionally, many of the companies offering similar products have already established their brand identity within the marketplace. We can offer no assurances that we will be successful in establishing awareness of our brand allowing us to compete in this market. The importance of brand recognition will continue to increase because of low barriers of entry to the industries in which we operate may result in an increased number of direct competitors. To promote our brands, we may be required to continue to increase our financial commitment to creating and maintaining brand awareness. We may not generate a corresponding increase in revenue to justify these costs.

***The Company's Industry is Highly Competitive***

The markets for the Company's products and services are highly competitive. The Company seeks to distinguish itself from other suppliers of Agriculture Technology Products and Services, and to sustain its profitability through a business strategy focused on increasing sales through supply channels, selectively introducing and expanding our products and services network, increasing sales through newly formed partnerships (traditional and non-traditional), developing innovative new Agriculture Technology products and services, and driving operational excellence by reducing costs and increasing customer service levels. The Company believes that competition in the industry is based on price, product and service quality, customer service and product features. Sustained increases in competitive pressures could have an adverse effect on results of operations and negatively impact sales and margins.

***If we are unable to Continually Innovate and Increase Efficiencies, our Ability to Attract New Customers may be Adversely Affected***

In the area of innovation, we must be able to develop new hydroponic growing equipment and other technologies that appeal to our customers. This depends, in part, on the technological and creative skills of our personnel and on our ability to protect our intellectual property rights. We may not be successful in the development, introduction, marketing and sourcing of new technologies or innovations, that satisfy customer needs, achieve market acceptance or generate satisfactory financial returns.

***If we are unable to Adopt or Incorporate Technological Advances into our Technologies, our Business could become Less Competitive, Uncompetitive or Obsolete, and we may not be able to Compete Effectively with Competitors' Products***

We expect that technological advances in the processes and procedures for hydroponic growing equipment will continue to occur. As a result, there are risks that products that compete with our products could be improved or developed. If we are unable to adopt or incorporate technological advances, our products could be less efficient or cost-effective than methods developed and sold by our competitors, which could cause our products to become less competitive, uncompetitive or obsolete, which would have a material adverse effect on our financial condition.

***Competing Forms of Specialized Agricultural Equipment may be More Desirable to Consumers or make our Products Obsolete***

There are currently several different specialized agricultural equipment technologies being deployed in urban vertical farming operations other than hydroponics. Further development of any of these competitive technologies may lead to advancements in vertical farming techniques that will make our products obsolete. Consumers may prefer alternative technologies and products. Any developments that contribute to the obsolescence of our products may substantially impact our business, reducing our ability to generate revenues.

***Litigation may Adversely Affect our Business, Financial Condition and Results of Operations***

From time to time in the normal course of our business operations, we may become subject to litigation that may result in liability material to our financial statements as a whole or may negatively affect our operating results if changes to our business operations are required. The cost to defend such litigation may be significant and may require a diversion of our resources. There also may be adverse publicity associated with litigation that could negatively affect customer perception of our business, regardless of whether the allegations are valid or whether we are ultimately found liable. Insurance may not be available at all or in sufficient amounts to cover any liabilities with respect to these or other matters. A judgment or other liability in excess of our insurance coverage for any claims could adversely affect our business and the results of our operations.

***Development Stage Business***

The Company was formed in September of 2014 as a Wyoming Stock Corporation. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that Leo Tech Holdings, Inc. will operate profitably.

***Inadequacy of Funds***

Gross offering proceeds of a maximum of \$5,000,000 may be realized. Management believes that such proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of the Company's Business Plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business.

Although the Company believes that the proceeds from this Offering will be sufficient to help sustain operations during this growth period, there is no guarantee that the Company will raise all the funds needed to adequately fund Company Operations. The Company has determined that \$500,000, in addition to cash flow from operations, will be needed to fund planned operations for the first twelve months.

***Competition***

Competition exists for Agriculture Technology Products in most markets, including all sectors in which the Company intends to operate. The Company may be competing for assets with entities that have substantial greater economic and personnel resources than the Company or better relationships with services suppliers. These entities may also generally be able to accept more risk than the Company can manage. Competition from other Companies in the Agriculture Technology Industry may reduce the number of suitable prospective direct to consumer sales opportunities.

### ***Dependence on Management***

In the early stages of development the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon the services of Mr. Alexander Woods-Leo, the Company's Founder and Chief Executive Officer; Mr. Jonathan Bloomfield, the Company's Director of Business Development; and Mr. Justin Williams, the Company's Director of Agriculture.

### ***Risks of Borrowing***

Although the Company does not intend to incur any additional debt from the investment commitments provided in this offering, should the company obtain secure bank debt in the future, possible risks could arise. If the Company incurs additional indebtedness, a portion of the Company's cash flow will have to be dedicated to the payment of principal and interest on such new indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of members of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

### ***Unanticipated Obstacles to Execution of the Business Plan***

The Company's business plans may change significantly. Many of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

### ***Management Discretion as to Use of Proceeds***

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its Investors in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Units offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

### ***Minimum Amount of Capital to be Raised***

The minimum amount of Securities that need to be sold in this offering for the Company to access the investment funds is \$500,000. After the Minimum Amount of Capital required to be reached, all Investor funds will be transferred from the Company's Investment Holding Account to the Company. The Company cannot assure you that subscriptions for the entire Offering will be obtained. The Company has the right to terminate this offering of Securities at any time, regardless of the number of Securities that have sold. If the Offering terminates before the offering minimum is achieved, or if any prospective Investor's subscription is rejected, all funds received from such Investors will be returned without interest or deduction. The Company's ability to meet financial obligations, cash needs, and to achieve objectives, could be adversely affected if the entire offering of Securities is not fully subscribed.

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### ***Control by Management***

As of November 1st, 2014 the Company's Managers owned approximately 98.9% of the Company's outstanding Common Stock Units and 0% of the Company's Preferred Stock Units. Upon completion of this Offering, The Company's Management will own approximately 97% of the outstanding Common Stock Units of the Company and 0% of the outstanding Preferred Stock Units of the Company. Investors will not have the ability to control either a vote of the Company's Managers or any appointed officers. See "COMPANY MANAGERS" section.

### ***Return of Profits***

The Company has never declared or paid any cash dividends on its Common Stock. The Company currently intends to retain future earnings, if any, to finance the expansion of the Company's Operations and Holdings. As a result, the Company does not anticipate paying any cash dividends to its Common Stock Holders for the foreseeable future.

### ***No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets***

In certain cases, the Company may rely on trade secrets to protect intellectual property, proprietary technology and processes, which the Company has acquired, developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior products or technology. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in common with other investment funds, may also be subject to claims by other parties with regard to the use of intellectual property, technology information and data, which may be deemed proprietary to others.

### ***The Company's Continuing as a Going Concern Depends Upon Financing***

If the Company does not raise sufficient working capital and continues to experience pre-operating losses, there will most likely be substantial doubt as to its ability to continue as a going concern. Because the Company has generated minimal revenue, expenditures during this development stage have led to pre-operating losses. Revenue operations to date are based on a soft-launch around limited products.

### ***Broker - Dealer Sales of Units***

The Company's Common Stock Units are not included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. The NASDAQ Stock Market, Inc. has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ SmallCap Market. The entry standards require at least \$4 million in net tangible assets or \$750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least 1 million shares, \$5 million value of public float, a minimum bid price of \$2.00 per share, at least three market makers, and at least 300 shareholders. The maintenance standards (as opposed to entry standards) require at least \$2 million in net tangible assets or \$500,000 in net income in two of the last three years, a public float of at least 500,000 shares, a \$1 million market value of public float, a minimum bid price of \$1.00 per share, at least two market makers, and at least 300 shareholders.

No assurance can be given that the Common Stock Units of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market until such time as the Managing Members deem it necessary. As a result, the Company's Common Stock Units are covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and qualified investors. For

transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and will also affect the ability of members to sell their units in the secondary market.

### ***Secondary Market***

Prior to this offering, there has been no public market for the Company's Preferred Stock. The Company's Preferred Stock will not be listed on any regulated securities exchange. There can be no assurance that an active trading market for the Company's Preferred Stock will develop, or, if developed, that an active trading market will be maintained. If an active market is not developed or sustained, the market price and liquidity of the Company's Preferred Stock may be adversely affected.

No application is currently being prepared for the Company's Securities to be admitted to the Official Listing and trading on any regulated market. No application is being prepared to include the Securities to trading on an "Over-the-Counter" or "Open Market", though the Company intends to submit an S-1 or Form 10 Filing within TWELVE MONTHS of the close of this securities offering. There can be no assurance that a liquid market for the Securities will develop or, if it does develop, that it will continue. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of the Securities and investors wishing to sell the Securities might therefore suffer losses.

### ***The Company's Preferred Stock is Equity and is Subordinate to all of our Existing and Future Indebtedness; our ability to Declare Annual Dividends on the Preferred Stock may be Limited***

The Company's Preferred Stock Units are equity interest in the Company and do not constitute indebtedness. As such, the Preferred Stock will rank junior to all indebtedness and other non-equity claims on the Company with respect to assets available to satisfy claims on the Company, including in a liquidation of the Company. Additionally, unlike indebtedness, where principal and interest would be customarily be payable on specified due dates, in the case of preferred stock, like the Preferred Stock being offering through this Offering, (1) dividends are payable only when, as and if authorized and declared by the Company's Board of Directors and (2) as an early stage company, our ability to declare and pay dividends is subject to the Company's ability to earn net income and to meet certain financial regulatory requirements.

### ***Dividends on the Company's Preferred Stock is Cumulative***

Dividends on the Company's Preferred Stock is Cumulative. If the Company's Board of Directors does not authorize and declare a dividend for any dividend period, holder of the Company's Preferred Stock will not be entitled to receive a dividend cash payment for such period, and such undeclared dividend will accrue and become payable at a later dividend payment date. The Company's Board of Directors may determine that it would be in the Company's best interest to pay less than the full amount of the stated dividend on our Preferred Stock, at which time the undeclared portion of the dividend will accrue and become payable at a later dividend payment date. Factors that would be considered by the Company's Board of Directors in making this determination are the Company's financial condition and capital needs, the impact of current and pending legislation and regulations, economic conditions, tax considerations, and such other factors as our Board of Directors may deem relevant.

### ***Certain Factors Related to Our Common Stock***

*Because the Company's Common Stock may be considered a "penny stock," and a shareholder may have difficulty selling shares in the secondary trading market.*

The Company's Common Stock Securities may be subject to certain rules and regulations relating to "penny stock" (generally defined as any equity security that has a price less than \$5.00 per share, subject to certain exemptions). Broker-dealers who sell penny stocks are subject to certain "sales practice requirements" for sales in certain nonexempt transactions (i.e., sales to persons other than established customers and institutional "qualified investors"), including requiring delivery of a risk disclosure document relating to the penny stock market and monthly statements disclosing recent price information for the penny stocks held in the account, and certain other restrictions. For as long as the Company's Common Stock is subject to the rules on penny stocks, the market liquidity for such securities could be significantly limited. This lack of liquidity may also make it more difficult for the Company to raise capital in the future through sales of equity in the public or private markets.

*The price of the Company's Common Stock may be volatile, and a shareholder's investment in the Company's Common Stock could suffer a decline in value.*

There could be significant volatility in the volume and market price of the Company's Common Stock, and this volatility may continue in the future. The Company's Common Stock may be listed on the OTCQB, OTCQX, OTCBB, The Bermuda BSX Exchange, the London Stock Exchange's AIM Market, the Canadian TSX Venture Exchange or TMX Exchange, the Irish Stock Exchange, the Frankfurt Stock Exchange and / or the Berlin Stock Exchange, where each has a greater chance for market volatility for securities that trade on these markets as opposed to a national exchange or quotation system. This volatility may be caused by a variety of factors, including the lack of readily available quotations, the absence of consistent administrative supervision of "bid" and "ask" quotations and generally lower trading volume. In addition, factors such as quarterly variations in our operating results, changes in financial estimates by securities analysts or our failure to meet our or their projected financial and operating results, litigation involving us, general trends relating to the Online Medical Technology Industry, actions by governmental agencies, national economic and stock market considerations as well as other events and circumstances beyond our control could have a significant impact on the future market price of our Common Stock and the relative volatility of such market price.

### ***Dilution***

The Company, for business purposes, may from time to time issue additional shares, which may result in dilution of existing shareholders. Dilution is a reduction in the percentage of a stock caused by the issuance of new stock. Dilution can also occur when holders of stock options (such as company employees) or holders of other optionable securities exercise their options. When the number of shares outstanding increases, each existing stockholder will own a smaller, or diluted, percentage of the Company, making each share less valuable. Dilution may also reduce the value of existing shares by reducing the stock's earnings per share. There is no guarantee that dilution of the Common Stock will not occur in the future.

### ***Compliance with Securities Laws***

The Company's Securities are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Wyoming Securities Laws, and other applicable state securities laws. If the sale of Securities were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Securities. If a number of purchasers were to obtain rescission, we would face significant financial demands, which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

### ***Unavailability of Rule 144 for Resales***

The Company may be regarded under Rule 12b-2 of the Securities Exchange Act of 1934 as a shell company. Shareholders who hold shares which are not subject to a registration statement under the Securities Act often rely upon Rule 144 for their resale. Rule 144 is not available for the resale of securities initially issued by either reporting or non-reporting shell companies (other than a business combination related shell company) or an issuer that has been, at any time previously, a reporting or non-reporting shell company, unless the issuer meets specified conditions. A security holder may resell securities pursuant to Rule 144's Safe Harbor if the following conditions are met:

- 1) The Issuer of Securities that was formerly a reporting or non-reporting company has ceased to be a shell;
- 2) The Issuer of the Securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- 3) The Issuer of the Securities has filed all reports and material required to be filed under Section 13 or 15(d) of the Exchange Act, as applicable, during the preceding 12 months (or for such shorter period that the issuer was required to file such reports and materials), other than Form 8-K reports; and
- 4) At least one year has elapsed from the time the issuer filed current Form 10 type information with the SEC reflecting its status as an entity that is not a shell company.

### ***Offering Price***

The price of the Securities offered has been arbitrarily established by our current Managers, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria.

***Lack of Firm Underwriter***

The Securities are offered on a “best efforts” basis by the Company Managers, without compensation and on a “best efforts” basis through certain FINRA registered broker-dealers, which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum Securities offered or any lesser amount.

***Projections: Forward Looking Information***

Management has prepared projections regarding anticipated financial performance. The Company’s projections are hypothetical and based upon a presumed financial performance of the Company, the addition of a sophisticated and well funded marketing plan, and other factors influencing the business. The projections are based on Management’s best estimate of the probable results of operations of the Company and the investments made by management, based on present circumstances, and have not been reviewed by independent accountants and/or auditing counsel. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions, upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond Management’s control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into a market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company’s business. While Management believes that the projections accurately reflect possible future results of operations, those results cannot be guaranteed.

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#### ITEM 4. PLAN OF DISTRIBUTION

A maximum of 50,000 9% Convertible Preferred Stock Units are being offered to the public at \$100 per 9% Convertible Preferred Stock Unit. A minimum of \$500,000 must be invested prior to the Company having access to the Investment Proceeds. A maximum of \$5,000,000 will be received from the offering. No Securities are being offered by any selling shareholders. The Company will receive all proceeds from the sale of Securities after the minimum of \$500,000 has been reached.

The Offering is on a "Best Efforts" basis and is being offered directly by the Company and its Management. There are no plans to stabilize the market for the Securities to be offered. Investors can purchase Securities directly from the Company by completing a Subscription Agreement Online at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). Securities can be purchased by check, money order, or bank wire transfer. Investors should call the Company for bank wire transfer instructions should they choose that method of payment for Securities.

If an underwriter is selected to assist in this offering, the Company will be required to amend the Form 1-A to include the disclosures required regarding engaging an underwriter to assist in the offering.

Although the Company is not using a selling agent or finder in connection with this Offering, it will use a website as an online portal and information management tool in connection with the Offering. The Website is owned and operated by Alternative Securities Markets Group, an equity partner of the Company, can be viewed at <http://www.AlternativeSecuritiesMarket.com>.

This Offering Circular will be furnished to prospective Investors upon their request via electronic PDF format and will be available for viewing and download 24 hours per day, 7 days per week on the website.

In order to subscribe to purchase the Securities, a prospective Investor must complete, sign and deliver the executed Subscription Agreement, Investor Questionnaire and Form W-9 to **Leo Tech Holdings, Inc.** and either mail or wire funds for its subscription amount in accordance with the instructions included in the Subscription Package.

The Investing Section of the Website Hosting this Offering will be coded to only allow access to invest to those prospective Investors that reside in jurisdictions where the Offering is registered and meet any state-specific Investor suitability standards.

The Company reserves the right to reject any Investor's subscription in whole or in part for any reason. If the Offering terminates or if any prospective Investor's subscription is rejected, all funds received from such Investors will be returned without interest or deduction.

In addition to this Offering Circular, subject to limitations imposed by applicable securities laws, we expect to use additional advertising, sales and other promotional materials in connection with this Offering. These materials may include public advertisements and audio-visual materials, in each case only as authorized by the Company. Although these materials will not contain information in conflict with the information provided by this Offering and will be prepared with a view to presenting a balanced discussion of risk and reward with respect to the Securities, these materials will not give a complete understanding of this Offering, the Company or the Securities and are not to be considered part of this Offering Circular. This Offering is made only by means of this Offering Circular and prospective Investors must read and rely on the information provided in this Offering Circular in connection with their decision to invest in the Securities.

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**ITEM 5. USE OF PROCEEDS TO ISSUER**

The Company seeks to raise maximum gross proceeds of \$5,000,000 from the sale of Securities in this Offering. The Company intends to apply these proceeds substantially as set forth herein, subject only to reallocation by Company Management in the best interests of the Company.

**A. Sale of Company Common Stock Units**

<b>Category</b>	<b>Maximum Proceeds</b>	<b>Percentage of Total Proceeds</b>	<b>Minimum Proceeds</b>	<b>Percentage of Proceeds</b>
<b>Proceeds from Sale of Securities</b>	<b>\$5,000,000</b>	<b>100%</b>	<b>\$500,000</b>	<b>10%</b>

**B. Offering Expenses**

<b>Category</b>	<b>Maximum Proceeds</b>	<b>Percentage of Total Proceeds</b>	<b>Minimum Proceeds</b>	<b>Percentage of Proceeds</b>
<b>Offering Expenses (1) (2) (3).</b>	<b>\$250,000</b>	<b>5%</b>	<b>\$25,000</b>	<b>5%</b>

**Footnotes:**

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the Managing Members and Directors of the Company. No compensatory sales fees or related commissions will be paid to such Managing Members.

(3) Units Sold by Approved "Broker Dealers" will receive a commission of 5-10%, and this amount will be added to the "Company's Offering Expense".

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**USE OF INVESTMENT FUNDS:**

**Leo Tek Inc.**

**Cost Sheet**

Prices valid from June 19, 2014 to December 31, 2014

<b>Category</b>	<b>Description</b>	<b>Est. Total Cost (2014)</b>
Labor	General Laborers (24)	\$299,520.00
Labor	Team Leaders (12)	\$172,800.00
Labor	Welder (1)	\$40,000.00
Tools	Supplies/Equipment	\$52,000.00
Units	Verticle Grow Systems (334)	\$1,402,800.00
Misc.	Marketing/Travel	\$50,000.00
Business	Ventures/Expansion	\$2,772,880.00
Financials	Auditing/Accounting	\$40,000.00
Patent	Expenses/PCT	\$150,000.00
Legal Fees	Attorney	\$20,000.00
<b>Total</b>		<b>\$5,000,000.00</b>

**ITEM 6. DESCRIPTION OF BUSINESS**

**A. About the Company:**

Leo Tech Holdings, Inc.



**Address** 1105 Monterey Place  
Wilmington, Delaware 19809  
United States  
**Telephone** (302) 235-3141  
**Email** alexleo@lectekholdings.com

**Owner Information**

Name	Years Experience	Credit Score
Alexander Woods-Leo	5	800
Jon Bloomfield	2	800
Justin Williams	15	800

**Performance Results**

Financial Ratio Forecasts (3rd Year Industry Comparison)	Forecasted Ratio	Industry Average
Current Ratio	363.56	2.00
% Profit Before Taxes/Tangible Net Worth	74.90	22.50
Debt/Worth	0.01	1.20

Financial Analysis Forecast	FY1	FY2	FY3
Total Revenue	\$60,645	\$4,308,905	\$16,055,375
Total Operating Expenses	\$36,086	\$303,793	\$318,793
Net Profit After Tax	\$-448,293	\$3,326,392	\$14,671,942
Debt	\$241,667	\$191,667	\$141,667
Net Cash Flow	\$-1,252,414	\$3,260,105	\$14,625,655
Total Liabilities and Capital	\$1,832,040	\$5,108,431	\$19,730,373
Net Worth	\$1,590,373	\$4,916,765	\$19,588,707

EPS Score

383

**About the Enloop Performance Score (EPS Score)**  
 Enloop's Performance Evaluation system provides users with a method to evaluate the likelihood of failure or success for business profiles that have undergone Enloop's business planning process. Based on a combined analysis of any business plan's EPS Score, Ratio Analysis, Cash Balance, and Net Worth results, the plan is assigned either a 'Pass' or 'Fail' result.



## Leo Tech Holdings, Inc.

1105 Monterey Place  
wilmington, Delaware 19809  
United States  
(302) 235-3141

Business Plan

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Leo Tech Holdings, Inc. Business Plan

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## Business Idea

Leo Tech Holdings, Inc. is a multi-faceted technology company that researches engineers, develops and applies to the outside world. We at Leo Tech Holdings, Inc. pride ourselves in bringing revolutionary, life altering technology to the "people". Wether it's creating a new system to increase food production, or a new technology to power our lives, we at Leo Tech Holdings, Inc. specialize in innovation to bring a better quality world to our customers.

## Product & Sales

The company's Sales forecast is \$60,645 in the first year, \$4,308,905 in the second year and \$16,055,375 in the third year with a total Cost of Goods Sold of \$472,852, \$678,720 and \$1,084,640. This results in a Gross Profit of -\$412,207, \$3,630,185 and \$14,990,735 and a Gross Margin Percentage of -679.7%, 84.25% and 93.37%.

Product & Sales Forecast	Yr. 1	Yr. 2	Yr. 3
<b>Hydroponics/ Aqsaponics vertical g...</b>			
Sales	\$60,645.00	\$4,308,905.00	\$16,055,375.00
Cost	\$400,000.00	\$0.00	\$0.00
<b>Totals</b>			
Total Sales	\$60,645	\$4,308,905	\$16,055,375
Total Cost	\$400,000	\$0	\$0

## Marketing

Leo Tech Holdings, Inc. plans to market the Provisionally patented A3 Vertical System by attending major national farming expos and conventions. Also Leo Tech Holdings, Inc. will be utilizing national press release services for keeping the public informed. Also Leo Tech Holdings, Inc. has and will continue to pay for internet marketing services that post ads about our A3 Vertical System through facebook and google.

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Marketing Forecast	Yr. 1	Yr. 2	Yr. 3
<b>Expenses</b>			
Company Website	\$1,500	\$0	\$0
Press Releases	\$0	\$12,000	\$12,000
Expo	\$10,000	\$0	\$0
Facebook	\$2,000	\$0	\$0
Google	\$2,000	\$0	\$0
<b>Totals</b>			
Total Expenses	\$15,500	\$12,000	\$12,000

## Personnel

The company's management includes the following individuals:

### Alexander Woods-Leo, President and CEO

Has over 10 years computer technology experience, and 2 years and 6 Months of insurance, and banking experience and over 5 years sales and marketing experience. Furthermore Mr. Leo has served as interim CEO of an OTC company and cleaning it up by the age of 25. Alex Leo has over 2 years of business consulting experience, helping with company strategies to build client growth. Currently Mr. Leo is serving as chairman of the board of directors at Leo Tek Inc.

### Jonathan Bloomfield, Director of Business Development

Has many years of experience in the Business Development, while also acting as consultant for many companies, including Leo Tek, Inc. for over 1 year.

Mr. Bloomfield has successfully managed and dealt with companies involved with precious metals such as gold, silver, and platinum, and rare gemstones including diamonds. Mr. Bloomfield is currently obtaining his B.A. in Finance from the University of Louisville, with an expected graduation date of 2016. Currently Mr. Bloomfield is serving as a member of the board at Leo Tek Inc.

### Justin Williams, Director of Agriculture

Has over 15 years of indoor growing and hydroponics experience. Founder of Grow Up Denver a urban produce farming company and involved with many community gardens in Denver. Justin Williams has been growing with aquaponics and vertical systems for the last 3 years. Justin Williams has been at the forefront of the legalization of cannabis on the growing side and was voted highest THC for product grown by him in 2010. With regards to the cannabis industry in Colorado, Justin Williams has helped and operated 3 dispensaries with increasing the quality and quantity of product produced, Justin Williams involvement with these companies helped them increase sales and profits. Mr. Williams is currently serving as a member of the board at Leo Tek Inc.



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Personnel Forecast	Yr. 1	Yr. 2	Yr. 3
<b>Salaries</b>			
CEO	\$0	\$100,000	\$100,000
Director of Business Development	\$0	\$100,000	\$100,000
Director of Agriculture	\$0	\$100,000	\$100,000
Welder	\$13,332	\$40,000	\$40,000
Team Leaders	\$9,600	\$259,200	\$345,600
General Laborers	\$49,920	\$299,520	\$599,040
<b>Totals</b>			
Total Salaries	\$72,852	\$898,720	\$1,284,640

## Pricing and Profitability

There are a few different ways to profit on our vertical farming business. The vertical grow system can be used as a source of revenue for the company by growing, harvesting, and selling the farmed goods ourselves. Also the vertical farming system can be sold to farmers, businesses, and any other consumer that can house and afford such growing equipment.

Each Unit costs \$4,000 to make. Our plan is to use the 40 acres of farmable land in Colorado to build and harvest 1,000 rows of hydroponics and Aquaponics systems growing vegetation (Produce) such as lettuce all year round, indoors and out doors. We have buyers of our farmed goods already in place on small and large scales. Our client list can grow depending on the seasonal variety we choose to grow. Each row makes 311 individual plants depending on the spacing required. In our case for 2014 we are choosing to grow a variety of lettuce that retails for \$5.00 dollars per head, and we are selling it as living lettuce which has a longer shelf life. Each row will net us \$1,555.00 every 40 days. Also the A3 Vertical System has produced in summer and fall 2014 up to 50 pounds of purple and lemon basil per week averaging 10 dollars a pound whole sale. This equates to 500 dollars a week per row harvested and sold.

Depending on the farmer, or consumer purchasing our system, we offer the system at a retail price of \$8,000 per unit. Or \$6,000 per system +5% harvested profits. We do full installation, and set up for our customers.

Our vertical grow system delivers 10x increase in production for an entire year, per cycle (1 cycle is the time it takes to plant and harvest the crop which varies on the specific plant) the system produces 3x that of a normal farm row, and uses a fraction of the water needed to hydrate and bring nutrients to the plants. In the summer of 2014 the A3 Vertical system ended with a 10% surplus of water in the reservoir.

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## Competition

Currently there is no competition with our patent process. The closest patent in existence is in the middle east and not in the US. Most vertical Farming systems are not producing the same quantity of product per space and are not as efficiently growing the product indoors and out.

There are vertical grow systems on the market however none of them deliver the same results.

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## Vertical Grow Unit Description

The Leo Tek Vertical grow system can be built to be a hydroponics or a aquaponics system. Our system is versatile in the regard that it allows the grower to grow a wide variety of plants. It can efficiently grow plants of every every variety including but not limited to root type plants (potato's, carrots, yams etc.), Bulb type plants (Tulips, dahlias, glory lily's etc.), bush type plants (strawberries, blueberries, rosemary etc.), and even vine type plants (tomato's, French climbing bean seeds, comet white hybrid eggplant seeds etc.).

All the above growing examples are grown on a 6 tier 20' long channels (can be scaled down to 5 feet or up to 40' depending on length), that can house, and grow 311 heads of lettuce (or any other specified type of plant). our design specializes in maximizing the seasonal output both indoors and outdoors by letting the grower harvest 3 times - 4 times more per season. Our system maximizes a yearly crop harvest by 10 times the normal methods (growing in the ground).

Our aquaponics system allows the grower to not only grow spices, herbs, roots, vines but also allows the grower to simultaneously grow and sell fish (Tilapia fish, koi fish etc.) as well in a 1300 gallon reservoir.

Our aquaponics system reduces the need for fertilizer and can allow for a certified organic crop to be grown. Each system allows for 1000 fish to be farmed.

Our vertical grow system uses 75% of the water compared to traditional farming. There is also a huge labor reduction with our system on a farm. The only labor that is required after the system is built is for planting and harvesting (only about 3-4 full time harvesters and planters are needed for a 1000 row farm.)

Currently our system is patent pending and has been submitted roughly 13 months ago.

## Risk

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## Competitive Edge

Leo Tech Holding, Inc. has a huge competitive edge with our A3 Vertical Farming System. The crops grown by our system grow more efficiently over all. Our system uses less water requires less space for the growing process. Furthermore our unit can be used indoors and outdoors.

## Exit Strategy

Leo Tech Holdings, Inc. has no exit strategy with the vertical grow system.

## Distribution

Leo Tech Holdings, Inc. plans on growing, harvesting and selling our own farmed goods. We currently have a number of clients and the list continues to grow. As we have more product our clients will get bigger and our orders larger.

Product can be picked up by our clients or we can deliver it to our clients depending on the contract.

## Financial Forecast

The company has a starting cash balance of \$10,000. The owners plan to contribute \$0 in capital funding and take out \$0 in draws.

Accounts Payables are set to 0 days, while Accounts Receivables are set to 0 days. The company is forecasting that 0% of their total sales will be on credit.

The company has six investor(s) who have invested \$2,013,000. Additionally, the company is forecasting \$163,700 in Total Expenses and \$3,078,355 in Fixed Assets for the first three years of operations.

All forecasts in this business plan utilize Accrual Basis accounting.

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Expenses	Year 1	Year 2	Year 3
Utilities	\$540	\$1,080	\$1,080
Auditors	\$12,000	\$45,000	\$60,000
Legal	\$0	\$20,000	\$20,000
Travel	\$4,000	\$0	\$0

Fixed Assets	Cost
Farm Land	\$30,000
Vertical Grow system Patent	\$3,000,000
2500 sq ft. Green House	\$30,000
3 Aquaponics vertical grow rows	\$12,000
Vegetation seeds Inventory	\$300
Tilapia	\$2,000
Lettuce per Row	\$1,555
Welding machine	\$2,500

Loans	Amount
Loan number 1	\$250,000

Investors	Year 1	Year 2	Year 3
Investor Network	\$2,000,000	\$0	\$0
Investor 1	\$1,000	\$0	\$0
Investor 2	\$5,000	\$0	\$0
Investor 3	\$5,000	\$0	\$0
Investor 4	\$1,500	\$0	\$0
Investor 5	\$500	\$0	\$0

## Profit & Loss

[Click here to write this section.](#)

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<b>Profit &amp; Loss Forecast</b>	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>
<b>Revenue</b>			
Sales	\$60,645	\$4,308,905	\$18,055,375
Other Income	\$0	\$0	\$0
COGS	\$472,852	\$678,720	\$1,064,640
Gross Profit	\$-412,207	\$3,630,185	\$14,990,735
<b>Payroll Expenses</b>			
Salaries	\$0	\$220,000	\$220,000
Payroll Taxes and Benefits	\$0	\$0	\$0
<b>Operating Expenses</b>			
Auditors	\$12,000	\$45,000	\$60,000
Depreciation	\$3,713	\$3,713	\$3,713
Interest Expense	\$333	\$2,000	\$2,000
Legal	\$0	\$20,000	\$20,000
Marketing	\$15,500	\$12,000	\$12,000
Travel	\$4,000	\$0	\$0
Utilities	\$540	\$1,080	\$1,080
<b>Totals</b>			
Total Operating Expenses	\$36,086	\$308,793	\$318,793
Earnings before Taxes	\$-448,293	\$3,326,392	\$14,671,942
Income Taxes	\$0	\$0	\$0
Owners Draws/Dividends	\$0	\$0	\$0
Retained earnings	\$-448,293	\$3,326,392	\$14,671,942

## Cash Flow

The owners have invested a total of \$0 and have or are seeking loans totaling \$250,000.

Leo Tek Inc. is forecasting Net Cash Flow for the first year of operations at \$-1,252,414, increasing to \$3,280,105 in the second year and increasing to \$14,625,655 in the third year.

The Ending Cash Balance for the first year of operations is projected at \$-1,242,414, increasing to \$2,037,601 in the second year and increasing to \$16,663,346 in the third year.

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<b>Cash Flow Forecast</b>	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>
<b>Cash In</b>			
Sales	\$60,845	\$4,308,905	\$16,055,375
Other Income	\$0	\$0	\$0
Loans Requiring Payback	\$250,000	\$0	\$0
Investments	\$2,013,000	\$0	\$0
<b>Total Cash In</b>	<b>\$2,323,845</b>	<b>\$4,308,905</b>	<b>\$16,055,375</b>
<b>Cash Out</b>			
COGS	\$400,000	\$0	\$0
Other Expenses	\$32,040	\$78,080	\$93,080
Payroll	\$72,852	\$896,720	\$1,284,840
Cash Paid for Taxes	\$0	\$0	\$0
Cash Paid for Fixed Assets	\$3,062,500	\$0	\$0
Loan Principal Payments	\$6,333	\$50,000	\$50,000
Loan Interest Payments	\$333	\$2,000	\$2,000
Owners Draws and Dividends	\$0	\$0	\$0
<b>Total Cash Out</b>	<b>\$3,576,058</b>	<b>\$1,028,800</b>	<b>\$1,429,720</b>
<b>Net and Balance</b>			
Starting Cash Balance	\$10,000	\$-1,242,414	\$2,037,891
Net Cash Flow	\$-1,252,414	\$3,280,105	\$14,825,855
Ending Cash Balance	\$-1,242,414	\$2,037,891	\$16,863,346

## Balance Sheet

Click here to write this section.

<b>Balance Sheet Forecast</b>	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>
<b>Current Assets</b>			
Cash	\$-1,242,414	\$2,037,891	\$16,863,346
Accounts Receivable	\$0	\$0	\$0
Inventory	\$0	\$0	\$0
<b>Total Current Assets</b>	<b>\$-1,242,414</b>	<b>\$2,037,891</b>	<b>\$16,863,346</b>
<b>Fixed Assets</b>			
Fixed Assets	\$3,078,355	\$3,078,355	\$3,078,355
Less Accumulated Depreciation	\$3,902	\$7,815	\$11,328
<b>Net Fixed Assets</b>	<b>\$3,074,453</b>	<b>\$3,070,740</b>	<b>\$3,067,027</b>
<b>Current Liabilities</b>			
Accounts Payable	\$0	\$0	\$0
Deferred Revenue	\$0	\$0	\$0
Short Term Debt	\$45,833	\$45,833	\$45,833
<b>Total Current Liabilities</b>	<b>\$45,833</b>	<b>\$45,833</b>	<b>\$45,833</b>
<b>Long Term Liabilities</b>			
Long-Term Loans	\$195,833	\$145,833	\$95,833
<b>Total Capital</b>	<b>\$1,580,373</b>	<b>\$4,916,765</b>	<b>\$19,588,707</b>
<b>Totals</b>			
<b>Total Assets</b>	<b>\$1,832,040</b>	<b>\$5,108,431</b>	<b>\$19,730,373</b>
<b>Total Liabilities and Capital</b>	<b>\$1,832,040</b>	<b>\$5,108,431</b>	<b>\$19,730,373</b>

## Ratios (Year Three)

Common Ratios	Company	Industry
Current Ratio	383.58	2.00
% Profit Before Taxes/Tangible Net Worth	74.90	22.50
Debt/Worth	0.01	1.20

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# Leo Tech Holdings, Inc.

{ A Diversified Holdings Company



# Mission Statement

Leo Tech Holdings, Inc. is a multifaceted technology company that researches, engineers, develops and applies to the outside world. We at Leo Tek Inc. pride ourselves in bringing revolutionary, life altering technology to the "people". Whether it's creating a new system to increase food production, or a new technology to power our lives, we at Leo Tech Holdings, Inc.. specialize in innovation to bring a better quality world to our customers.



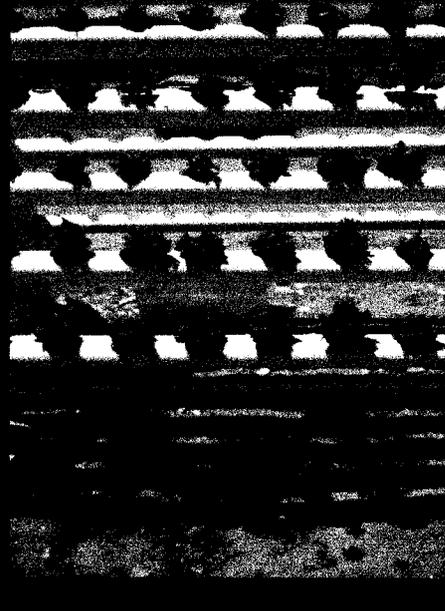
# Business Strategy

- Leo Tech Holdings, Inc. has explored the idea of developing a distribution business to increase profits.
- Developing the 40 acres of farm land in Colorado to increase revenues is a goal for Leo Tech Holdings, Inc. to have completed by mid 2015.
- Produce sales will create a stable revenue stream for the company to invest in future ventures.
- A3 Vertical grow system sales will represent not only an increase in revenues, but a reoccurring income due to a negotiated percentage of profits from produce grown on the client's farm.



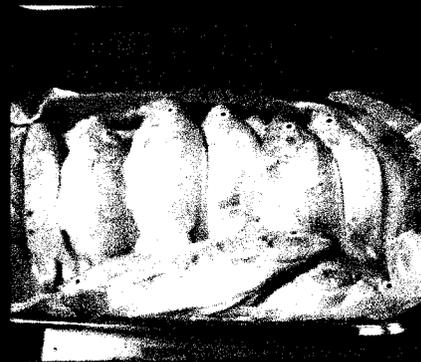
# Hydroponics System

- Each system represents three rows, a reservoir, and a plumbing system.
- Each system is run by one pump, and plumbing system.
- Each system is environmentally friendly with little to no waste emissions.
- Each system will run off of 1,300 gallons of water.
- Ability to grow produce organically

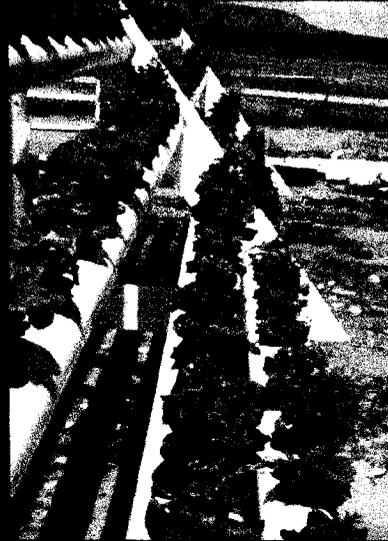


# Aquaponics System

- Allows not only farming of the produce, but also the ability to farm fish which creates a second source of revenue.
- Aquaponics reduces the need for fertilizers and can allow for a certified organic crop to be grown.
- Each system allows for 1,000 fish to be farmed in the reservoir.
- 1,300 gallons of water is needed per unit. Topping off the reservoir is needed to keep water level ideal for the fish environment.



# Vertical Grow System



# Vertical Grow Farm

- Leo Tech Holdings, Inc. purchased approximately 40 acres available to purchase/lease to create a Vertical Grow System farm.
- Our goal is to build multiple 30,000 Sq foot greenhouses and have outdoor A3 Vertical Grow Systems.
- Leo Tech Holdings, Inc. has the option to expand on the farm and create more systems.



# Vertical System Advantages

- Each system produces 3X the yield of produce per season compared to traditional farming methods and provides lengthened growing seasons.
- The Vertical Grow System uses 75% less water than conventional farming.
- Labor Reduction: The only labor for the unit after being built is the planting and harvesting processes.
- The A3 Vertical Grow System produces up to 10x the annual compared to conventional farming.



# Extended Growing Season

- This allows for the system to produce crops in extremely hot environments and vintage environments.
- The Vertical Grow System is currently being tested to see if it can extend the growing season (winter).
- This not only increases grow yields, but also allows for a prolonged growing period.



# Items Grown with System

- Lettuce
- Tomatoes
- Basil
- Thyme
- Blackberries
- Blueberries
- Kale
- Many more



# Floral Industry

- Leo Tech Holdings, Inc. has been in talks with florists and has identified a need for constant supply which the Vertical Grow System can meet.
- The Floral industry is a \$7,000,000,000 industry that is growing roughly 1% a year.
- Wholesale prices have soared over 100% due to a shortage in flowers.
- Due to non ideal climates, flowers have been developing diseases and dying.
- With the use of our vertical grow system in an indoor greenhouse, we will not only be able to produce 10x the flowers as traditional farming methods, but control the temperature to limit diseases.



# Produce Industry

- The United States organic food industry is expected to grow 12% by the end of 2014.
- There is an organic food shortage in the U.S. due to drastic climate changes. The Vertical Grow System is going to be tested in the next six months to produce in extreme weather conditions. Pairing that with the ability to produce 3X the yield per season with the use of  $\frac{1}{4}$  of the water of traditional farming methods, the Vertical Grow System will provide an answer for these issues.
- With the population increasing at 1.5% annually, the need for food is growing every year. The Vertical Grow System can produce at rates to offset the levels of growth in population increase.



# System Sales

- Leo Tech Holdings, Inc. has identified potential buyers of the Vertical Grow System.
- Leo Tech Holdings, Inc. has been in talks with many farm real estate companies who are connecting farmers to the system.
- Leo Tech Holdings, Inc. is in the process of hiring 12 team leaders and 24 full time laborers to assemble the systems on customer farms.
- The profit margins of the systems will be at an estimated 85%.



# 2014-15 Plans

- Develop Vertical Grow System farm
- Explore other business ventures
- Hire employees for expansion
- Product sales
- Grow new types of produce
- Create supply contracts
- Expansion into new industries
- Upgrade and add-on to current Vertical Grow System



## B. Exit Strategies:

The term of the Investment detailed in this offering is expected to be at least two years, but no greater than five years, and the final exit of the Company will come through one of the following methods:

- Become publicly listed:
  - U.S. OTCQB or OTCQX Listing - Summer / Fall 2015
  - Bermuda Stock Exchange Mezzanine Market - Spring / Summer 2015
  - Frankfurt or Berlin Stock Exchange Open Market - Spring / Summer 2015
- Move to a regulated within 24-36 months of Listing
  - U.S. NASDAQ Market - 2016 or 2017
  - Bermuda Stock Exchange Regulated Market - 2016 or 2017
  - Frankfurt Stock Exchange Regulate Market - 2016 or 2017
- Acquisition by another Company

## C. Summary of Terms

The following is a brief summary of certain terms of the offering described in this offering memorandum. It is not intended to be complete and is qualified by the more detailed information contained elsewhere in this memorandum and in the text of the documents referred to herein.

### Investment Size

- Target \$5,000,000

### Minimum Equity Commitment

- One Preferred Stock Unit.

### Company Structure

- Private early stage Agriculture Technology Company.
- Wyoming Stock Corporation (Formed Sept of 2014).
- ONE HUNDRED MILLION Shares of Common Stock Authorized, THREE MILLION SEVEN HUNDRED FIFTY THOUSAND Shares of Preferred Stock Authorized
- TWENTY-ONE MILLION NINE HUNDRED NINETY-FOUR THOUSAND Shares of Common Stock Issued and Outstanding. TWENTY-ONE MILLION NINE HUNDRED NINETY-FOUR THOUSAND shares of Common Stock Issued and Outstanding at the close of this offering.
- THREE MILLION SEVEN HUNDRED THOUSAND Shares of Preferred Stock Issued or Outstanding. THREE MILLION SEVEN HUNDRED FIFTY THOUSAND Shares of Preferred Stock will be Issued and Outstanding at the Completion of this Offering.
- Preferred Stock Holders have no voting rights until Shares are Converted to Common Stock.

### Dividend Policy

- We have never declared or paid cash dividends on our common stock or preferred equity. We currently intend to retain all available funds and future earnings for use in the operation of our business and do not anticipate paying any cash dividends in the foreseeable future. Any future determination to declare dividends will be made at the discretion of our board of directors, and will depend on our financial condition, results of operations, capital requirements, general business conditions and other factors that our Board of Directors may deem relevant.

**D. The Offering**

The Company is offering a maximum of 50,000 9% Convertible Preferred Stock Units at a price of \$100.00 per Unit, with all Units having no par value.

**E. Risk Factors**

See "RISK FACTORS" section of this Registration for certain factors that could adversely affect an investment in the Securities Offered. Those factors include, but are not limited to unanticipated obstacles to execution of the Business Plan, General Economic Factors, the Management's Inability to Foresee Exuberant Market Downturns and other unforeseen events.

**F. Use of Proceeds**

Proceeds from the sale of Securities will be used to invest in the growth of the Company's Agriculture Technology Business. See "USE OF PROCEEDS" section.

**G. Minimum Offering Proceeds - Escrow of Subscription Proceeds**

The Company has set a minimum offering proceeds figure (the "minimum offering proceeds") for this Offering of \$500,000. After the Minimum Offering Proceeds have been reached, all proceeds will be released from the investment account and utilized by the Company. If the Offering terminates before the offering minimum is achieved, or if any prospective Investor's subscription is rejected, all funds received from such Investors will be returned without interest or deduction. All proceeds from the sale of Units after the Minimum Offering Proceeds has been achieved will be delivered directly to the Company. See "PLAN OF PLACEMENT" section.

**H. Preferred & Common Stock Units**

Upon the sale of the maximum number of 9% Convertible Preferred Stock Units from this Offering, the number of issued and outstanding Preferred Stock Units of the Company's Preferred stock will be held as follows:

- o Company Founders & Current Shareholders 0%
- o New Shareholders 100%

Upon the sale of the maximum number of 9% Convertible Preferred Stock Units from this Offering, the number of issued and outstanding Common Stock Units of the Company's Common Stock will be held as follows:

- o Company Founders & Current Shareholders 98%
- o New Shareholders 2%

**I. Company Dividend Policy**

The Company has never declared or paid any cash dividends on its common stock. The Company currently intends to retain future earnings, if any, to finance the expansion of the Company. As a result, the Company does not anticipate paying any cash dividends in the foreseeable future to Common Stock Holders.

**J. Company Share Purchase Warrants**

The Company has no outstanding warrants for the purchase of shares of the Company's Common Stock. Additionally, the Company has no outstanding warrants for the purchase of the Company's Stock.

**K. Company Stock Options**

The Company has not issued any stock options to current and/or past employees or consultants.

**L. Company Convertible Securities**

The Company, at the completion of this Offering will have 50,000 9% Convertible Preferred Stock Shares Issued.

- **Terms of Conversion or Repurchase by the Company:**
  - All 9% Convertible Preferred Stock Units must be Converted to Company Common Stock either in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> year under the following terms and conditions at the Shareholders' Option:
    - **YEAR 2: (Shareholder Conversion Option)**
      - At anytime during the second year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
      - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
      - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.
    - **YEAR 3: (Shareholder Conversion Option)**
      - At anytime during the third year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus* 5% of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
      - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
      - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.
    - **YEAR 4: (Optional Conversion Option)**
      - At anytime during the fourth year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus* 10% of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
      - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
      - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" (minus any discounts) of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.

- **YEAR 5: (Optional & Mandatory Conversion Options)**
  - *Optional:* At anytime during the fourth year of the investment, the Shareholder may choose on the First Day of Each Month to convert each unit of the Company's Convertible 9% Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - *Mandatory:* On the last business day of the 5<sup>th</sup> year of the investment, the Shareholder MUST convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" (minus any discounts) of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.

The Company has not issued any additional Convertible Securities other than those listed and detailed above.

#### **M. Stock Option Plan**

The Board has not adopted a stock option plan. If a plan is adopted in the future, the plan will administered by the Board of Directors or a committee appointed by the board (the "committee"). The committee will have the authority to modify, extend or renew outstanding options and to authorize the grant of new options in substitution therefore, provided that any such action may not, without the written consent of the optionee, impair any rights under any option previously granted.

#### **N. Reporting**

The Company will be required to furnish you with quarterly un-audited financial reports and an annual audited financial report through a public listing at [www.AlternativeSecuritiesmarket.com](http://www.AlternativeSecuritiesmarket.com). Further, the Company will also voluntarily send you both quarterly un-audited financial reports and an annual audited financial report via electronic mail. After the Filing of SEC Form 10 or an SEC S-1 Registration Statement with the United States Securities and Exchange Commission ("SEC"), the Company will be required to file reports with the SEC under 15(d) of the Securities Act. The reports will be filed electronically. The reports required are forms 10-K, 10-Q and 8-K. You may read copies of any materials the Company files with the SEC at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), or at the SEC's Public Reference Room at 100 F Street, N.E., Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet Site that will contain copies of the reports that the Company files electronically. The address for the Internet site is [www.sec.gov](http://www.sec.gov).

#### **O. Stock Transfer Agent**

The Company will serve as its own registrar and transfer agent with respect the Offering.

**P. Subscription Period**

The Offering will commence promptly after the date of this Offering Circular and will close (terminate) upon the earlier of (1) the sale of 50,000 9% Convertible Preferred Stock Units, (2) One Year from the date this Offering begins, or (3) a date prior to one year from the date this Offering begins that is so determined by the Company's Management (the "Offering Period"). The Company has set an investment minimum of \$500,000 USD before the Company will have access to the Investment Proceeds, which means all investment dollars invested in the Company prior to reaching the minimum of \$500,000 will be held in an investment escrow account, and only after \$500,000 in securities has been sold to investors (Five Thousand 9% Convertible Preferred Stock Units) will the Company have access to the Investment Proceeds. If the Offering terminates before the offering minimum is achieved, or if any prospective Investor's subscription is rejected, all funds received from such Investors will be returned without interest or deduction

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## Q. TERMS AND CONDITIONS

The following is a summary of the certain principal terms of Stock Ownership in Leo Tech Holdings, Inc.

<b>The Company</b>	Leo Tech Holdings, Inc. is a Wyoming Stock Corporation.
<b>Company Managers</b>	Biographies of all Managers can be found starting on Page <u>52</u> of this Offering.
<b>Minimum Capital Commitment</b>	Each investor will be required to make an investment of a minimum of one 9% Convertible Preferred Stock Units.
<b>The Offering</b>	The Company is seeking capital commitments of \$5,000,000 from Investors. The securities being offered hereby consists of up to 50,000 9% Convertible Preferred Stock Units of the Company, priced at \$100.00 per Unit subject to the Company's discretion to increase the size of the offering. The purchase price for the stock interests is to be paid in cash as called by the Company.
<b>Term of the Offering</b>	The Offering will commence promptly after the date of this Offering Circular and will close (terminate) upon the earlier of (1) the sale of 50,000 9% Convertible Preferred Stock Units, (2) One Year from the date this Offering begins, or (3) a date prior to one year from the date this Offering begins that is so determined by the Company's Management (the "Offering Period"). The Company has set an investment minimum of \$500,000 USD before the Company will have access to the Investment Proceeds, which means all investment dollars invested in the Company prior to reaching the minimum of \$500,000 will be held in an investment escrow account, and only after \$500,000 in securities has been sold to investors (Five Thousand 9% Convertible Preferred Stock Units) will the Company have access to the Investment Proceeds. If the Offering terminates before the offering minimum is achieved, or if any prospective Investor's subscription is rejected, all funds received from such Investors will be returned without interest or deduction
<b>Conversion Option / Mandatory Conversion</b>	<p>All 9% Convertible Preferred Stock Units must be converted to Company Common Stock, either in the second, third, fourth or fifth year under the following terms and conditions at the Shareholder's Option:</p> <ul style="list-style-type: none"><li>• <b>Year 2: (Shareholder Conversion Option)</b><p>Shareholder Option: At anytime during the second year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock closing price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.</p><p>The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the Units.</p></li><li>• <b>Year 3: (Shareholder Conversion Option)</b><p>Shareholder Option: At anytime during the third year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price <i>minus 5%</i> of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock closing price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.</p><p>The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the Units.</p></li></ul>

- **Year 4: (Shareholder Conversion Option)**

*Shareholder Option:* At anytime during the fourth year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 10%* of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock closing price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.

The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the Units.

- **Year 5: (Optional & Mandatory Conversion Option)**

*Shareholder Option:* At anytime during the fourth year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock closing price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.

The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the Units.

*Mandatory Conversion:* On the last business day of the 5<sup>th</sup> year of the investment, the Shareholder **MUST** convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company's Common Stock at time of conversion / closing.

<b>Investment Period</b>	The investment period will begin upon qualification of this Offering by the United States Securities & Exchange Commission.
<b>Board of Directors</b>	All Classes of Preferred Stock shall elect TWO of FIVE Seats of the Company's Board of Directors
<b>Voting Rights</b>	Preferred Stock has NO VOTING RIGHTS
<b>Reports to Investors</b>	The Company's Accounting Firm will furnish to the investors after the close of each fiscal year an annual report containing audited financial statements of the Company prepared in accordance with "Generally Accepted Accounting Principles" (GAAP) and a statement setting forth any distributions to the investors for the fiscal year. The Company will also furnish un-audited quarterly statements to investors.
<b>Valuations</b>	The Company Managers will, at least once per year, perform an internal valuation of the Company's assets, using accepted valuation techniques, to establish the fair market value of each asset as the end of such year. The fair market value of the assets will be deemed to be the ownership interest in each asset valued at the current capitalization rate for each market. In addition, detailed financial modeling will be performed using "current market assumptions" and discounted cash flow analysis.
<b>Indemnification</b>	The Company will indemnify, defend and hold the Company Managers, the members of the Board of Directors harmless from and against any losses, damages, costs that relate to the operations of the Company, unless the Company Manager(s) acted in an unethical manner related to directing investments.
<b>Listings and Admissions to Trading</b>	Applications are being prepared and will be made to U.S. OTC Market (OTCQB or OTCQB), the Bermuda Stock Exchange's Mezzanine Market and the Berlin Stock Exchange (though the Company may choose to list on the Frankfurt Stock Exchange instead of the Berlin Stock Exchange) for the Securities to be admitted to the Exchange's Official List and for Trading. Submission for listing is expected in 2015.

## ITEM 7. DESCRIPTION OF PROPERTY.

The Company does not own any real estate. The Company currently rents office spaces at 1105 Monterey Place, Wilmington, Delaware 19809. The Company currently has no policy with respect to investments or interests in real estate, real estate mortgages or securities of, or interests in, persons primarily engaged in real estate activities.

## ITEM 8. DIRECTORS, EXECUTIVE OFFICERS, AND SIGNIFICANT EMPLOYEES

### (a) *Directors and Executive Officers.*

A. Directors and Executive Officers. The current officer and director will serve for one year or until his respective successor(s) are elected and qualified.

<u>Name</u>	<u>Position</u>	
<i>Mr. Alexander Woods-Leo</i>	<i>Founder &amp; Chief Executive Officer Chairman of the Board of Directors</i>	Age: 26

Mr. Alexander Woods-Leo Has over 10 years computer technology experience, and 2 years and 6 Months of Insurance, and banking experience and over 5 years sales and marketing experience. Furthermore Mr. Leo has served as interim CEO of an OTC company at the age of 25. Alex Leo has over 2 years of business consulting experience, helping with company strategies to build client growth. Currently Mr. Leo is serving as chairman of the board of directors at Leo Tek Inc.

<i>Mr. Jonathan Bloomfield</i>	<i>Director of Business Development Member of the Company Board of Directors</i>	Age: 21
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Mr. Jonathan Bloomfield has many years of experience in the Business Development, while also acting as consultant for many companies. Mr. Bloomfield has successfully managed and dealt with companies involved with precious metals such as gold, silver, and platinum, and rare gemstones including diamonds. Mr. Bloomfield is currently obtaining his B.A. in Finance from the University of Louisville, with an expected graduation date of 2016. Currently Mr. Bloomfield is serving as a member of the Board of Directors at Leo Tek Inc.

<i>Mr. Justin Williams</i>	<i>Director of Agriculture Member of the Company Board of Directors</i>	Age: 31
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Mr. Justin Williams has over 15 years of indoor growing and hydroponics experience. Founder of Grow Up Denver, an urban produce farming company. Mr. Williams has been growing with aquaponics and vertical systems for the last 3 years and has been at the forefront of the legalization of cannabis on the growing side, and was even voted **highest THC for product grown** in 2010. With regards to the cannabis industry in Colorado, Mr. Williams has helped and operated 3 dispensaries, each time increasing the quality and quantity of product produced. Mr. Williams involvement with these companies helped each increase sales and profits. Mr. Williams is currently serving as a member of the Board of Directors at Leo Tek Inc.

B. *Significant Employees.* All Members of Leo Tech Holdings, Inc. are each considered "*Significant Employees*", and are each "*Executive Officers*" of the Company. The Company would be materially adversely affected if it were to lose the services of any member of Leo Tech Holdings, Inc. listed above as each he has provided significant leadership and direction to the Company.

C. *Family Relationships.* None

D. *Involvement in Certain Legal Proceedings.* There have been no events under any bankruptcy act, any criminal proceedings and any judgments, injunctions, orders or decrees material to the evaluation of the ability and integrity of any director, executive officer, promoter or control person of Registrant during the past three years.

E. *Legal proceedings.* There are not presently any material pending legal proceedings to which the Registrant is a party or as to which any of its property is subject, and no such proceedings are known to the Registrant to be threatened or contemplated against it.

**ITEM 9. EXECUTIVE COMPENSATION.**

In September of 2014, the Company adopted a compensation program for Company Management. Accordingly, Management of Leo Tech Holdings, Inc. will be entitled to receive an annual salary of:

Mr. Alexander Woods-Leo, Founder & Chief Executive Officer	\$50,000
Mr. Jonathan Bloomfield, Director of Business Development	\$50,000
Mr. Justin Williams, Director of Agriculture	\$50,000

NOTE: No compensation has been accrued nor will any compensation be accrued or paid until the Company has satisfactorily raised the minimum capital within the terms of this Regulation A Offering. The Company's Management has elected to have all salaries deferred and not-accrued to this Offering. Therefore, the Company does not intend to distribute any funds related to past performance.

**Officer Compensation**

The Company does not currently pay any cash fees to any Officer of the Company beyond those listed above.

**Directors and Advisors Compensation**

The Company does not currently pay any cash fees to any Director or Advisor of the Company or any member or employee of the Company beyond those listed above.

**Stock Option Grants**

The Company does not currently have any outstanding Stock Options or Grants.

**Significant Employees**

The Company has no significant employees other than the Company Managers named in this prospectus.

**ITEM 10. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.**

(a) Security ownership of certain beneficial owners.

The following table sets forth, as of the date of this Registration Statement, the number of shares of Preferred Stock and Common Stock owned of record and beneficially by executive officers, directors and persons who hold 5% or more of the outstanding Common Stock of the Company. Also included are the shares held by all executive officers and directors as a group.

<u>Name &amp; Address</u>	<u>Amount Owned Prior to Offering</u> <u>21,994,000 Common Stock Units</u>	<u>Amount Owned After Offering</u> <u>21,994,000 Common Stock Units</u>
Mr. Alexander Woods-Leo Founder & CEO 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 15,000,000 Shares (68.2%) Preferred Stock Class A: 1,200,000 Shares (60%)	Common Stock: 15,000,000 Shares (68.2%) Preferred Stock Class A: 1,200,000 Shares (60%)
Mr. Jonathan Bloomfield Director 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 3,000,000 (13.6%) Preferred Stock Class A: 300,000 Shares (15%)	Common Stock: 3,000,000 Shares (13.6%) Preferred Stock Class A: 300,000 Shares (15%)

Mr. Justin Williams Director of Agriculture 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 2,420,000 Shares (11%) Preferred Stock Class B: 2,000,000 Shares (100%) Preferred Stock Class C: 200,000 Shares (20%)	Common Stock: 2,420,000 Shares (11%) Preferred Stock Class B: 2,000,000 Shares (100%) Preferred Stock Class C: 200,000 Shares (20%)
George Coles Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 100,000 (less than 1%) Preferred Stock: No Shares	Common Stock: 100,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Joseph Cepparulo Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. John Hellane Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Jason Little Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Kevin Ryan Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 60,000 (less than 1%) Preferred Stock: No Shares	Common Stock: 60,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Louis Mauro Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Ms. Ashley Douglas Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 24,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 24,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Tim Moudy Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Thomas Wick Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 350,000 Shares (1.5%) Preferred Stock: No Shares	Common Stock: 350,000 Shares (1.5%) Preferred Stock: No Shares

Mr. Justin Savoy Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 500,000 Shares (2.2%) Preferred Stock: No Shares	Common Stock: 500,000 Shares (2.2%) Preferred Stock: No Shares
Mr. Chase Cochran Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 5,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Chris McGinley Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 10,000 Shares (less than 1%) Preferred Stock: No Shares	Common Stock: 10,000 Shares (less than 1%) Preferred Stock: No Shares
Mr. Alex Colton Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares
Mr. Jonathan Nadeau Shareholder 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares	Common Stock: 250,000 Shares (1.1%) Preferred Stock: No Shares
Alternative Securities Markets Group Corporation 1105 Monterey Place Wilmington, Delaware 19809	Common Stock: No Shares Preferred Stock: No Shares	Common Stock: 439,880 Shares (2%) Preferred Stock: No Shares

**ITEM 11. INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS.**

**Related Party Transactions**

Our majority stockholder is Mr. Alexander Woods-Leo, the Company's Founder, Chief Executive Officer and Chairman of the Board of Directors. This sole shareholder owns the majority of the issued and outstanding controlling Stock Units of Leo Tech Holdings, Inc. Consequently this sole shareholder controls the operations of the Company and will have the ability to control all matters submitted to stockholders for approval, including:

- Election of the board of directors;
- Removal of any directors;
- Amendment of the Company's certificate of incorporation or bylaws; and
- Adoption of measures that could delay or prevent a change in control or impede a merger, takeover or other business combination.

Mr. Alexander Woods-Leo will thus have complete control over the Company's management and affairs. Accordingly, this ownership may have the effect of impeding a merger, consolidation, takeover or other business consolidation, or discouraging a potential acquirer from making a tender offer for the Common Stock. This registration statement contains forward-looking statements and information relating to us, our industry and to other businesses.

Except as otherwise indicated herein, there have been no related party transactions, or any other transactions or relationships required to be disclosed pursuant to Item 11 of Form 1-A, Model B.

## ITEM 12. SECURITIES BEING OFFERED.

### 9% Convertible Preferred Stock Units

A maximum of FIFTY THOUSAND 9% Convertible Preferred Stock Units are being offered to the public at \$100.00 9% Convertible Preferred Stock Unit. A Minimum of \$500,000 will need to be received from this Offering for the Company to receive proceeds from the Sale of any Securities of this Offering. A maximum of \$5,000,000 will be received from the offering. All Securities being offered by the Company through this offering, and no Securities are being offered by any selling shareholders of the Company. The Company will receive all proceeds from the sale of its Securities after the Company has secured \$500,000 from the sale of Securities through this Offering. If the Offering terminates before the offering minimum is achieved, or if any prospective Investor's subscription is rejected, all funds received from such Investors will be returned without interest or deduction.

- All 9% Convertible Preferred Stock Units must be Converted to Company Common Stock either in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> year under the following terms and conditions at the Shareholders' Option:
  - YEAR 2: (Shareholder Conversion Option)
    - At anytime during the second year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
    - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
    - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.
  - YEAR 3: (Shareholder Conversion Option)
    - At anytime during the third year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus* 5% of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
    - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
    - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.

- YEAR 4: (Optional Conversion Option)
  - At anytime during the fourth year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 10%* of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" (minus any discounts) of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.
  
- YEAR 5: (Optional & Mandatory Conversion Options)
  - *Optional:* At anytime during the fourth year of the investment, the Shareholder may choose on the First Day of Each Month to convert each unit of the Company's Convertible 9% Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - *Mandatory:* On the last business day of the 5<sup>th</sup> year of the investment, the Shareholder MUST convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market ("Over-the-Counter inter-dealer quotation system"), the shares shall convert to Common Stock in the Company at the "per share value" (minus any discounts) of the Company's Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company's Board of Directors.

(a) *Description of Company Common Stock.*

The Company is authorized by its Certificate of Incorporation to issue an aggregate of 100,000,000 shares of Common stock, \$0.001 par value per share (the "Common Stock"). As of November 1st, 2014 – 21,994,000 shares of Common Stock were issued and outstanding.

All outstanding shares of Common Stock are of the same class and have equal rights and attributes. The holders of Common Stock are entitled to one vote per share on all matters submitted to a vote of stockholders of the Company. All stockholders are entitled to share equally in dividends, if any, as may be declared from time to time by the Board of Directors out of funds legally available. In the event of liquidation, the holders of Common Stock are entitled to share ratably in all assets remaining after payment of all liabilities. The stockholders do not have cumulative or preemptive rights.

The description of certain matters relating to the securities of the Company is a summary and is qualified in its entirety by the provisions of the Company's Certificate of Incorporation and By-Laws, copies of which have been filed as exhibits to this Form 1-A. No Common Stock is being offered in the Offering Circular.

(b) *Background Information on the Preferred Stock.*

The Company is authorized by its Certificate of Incorporation to issue an aggregate of 3,750,000 shares of Preferred stock, no par value per share (the "Preferred Stock"). As of November 1st, 2014 – 3,700,000 Preferred Stock Units were issued and outstanding. Upon the completion of this Offering, 3,750,000 shares of Preferred Stock will be issued and outstanding.

(c) *Other Debt Securities.* None.

(d) *Other Securities to Be Registered.* None.

**Security Holders**

As of November 1st, 2014, there were 21,994,000 shares of our Common Stock outstanding, which were held of record by approximately 17 stockholders, not including persons or entities that hold the stock in nominee or "street" name through various brokerage firms.

As of November 1st, 2014, there were 3,700,000 shares of our Preferred Stock outstanding, which were held of record by approximately 2 stockholders, not including persons or entities that hold the stock in nominee or "street" name through various brokerage firms.

**Dividends**

The Company has never declared or paid cash dividends on its Common Stock Units. The Company currently intends to retain all available funds and future earnings for use in the operation of Company business and does not anticipate paying any cash dividends in the foreseeable future to holders of our Common Stock. Any future determination to declare dividends for the Company's Common Stock Units will be made at the discretion of our board of directors, and will depend on our financial condition, results of operations, capital requirements, general business conditions and other factors that our board of directors may deem relevant.

**Indemnification of Directors and Officers:**

The Company is incorporated under the laws of Wyoming. Wyoming General Corporation Law provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses including attorneys' fees, judgments, fines and amounts paid in settlement in connection with various actions, suits or proceedings, whether civil, criminal, administrative or investigative other than an action by or in the right of the corporation, a derivative action, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses including attorneys' fees incurred in connection with the defense or settlement of such actions and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, agreement, and a vote of stockholders or disinterested directors or otherwise.

The Company's Certificate of Incorporation provides that it will indemnify and hold harmless, to the fullest extent permitted by Wyoming's General Corporation Law, as amended from time to time, each person that such section grants us the power to indemnify.

Wyoming's General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- payments of unlawful dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

The Company's Certificate of Incorporation provides that, to the fullest extent permitted by applicable law, none of our directors will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this provision will be prospective only and will not adversely affect any limitation, right or protection of a director of our company existing at the time of such repeal or modification.

# **FINANCIAL STATEMENTS SECTION:**

**“Un-Audited”**

<b>2014 Balance Sheet</b>	<b>67</b>
<b>2014 Statement of Revenue and Expense / Profit &amp; Loss Statement</b>	<b>68</b>
<b>2014 Statement of Shareholder Equity</b>	<b>69</b>
<b>2014 Cash Flow Statement</b>	<b>70</b>
<b>Notes to the Financial Statements</b>	<b>71</b>

**Leo Tech Holdings, Inc.**  
**(A Development Stage Company)**  
**BALANCE SHEET**  
**September 18th, 2014**

<b>ASSETS</b>		
<b>Current Assets</b>		
• Cash		<b>\$1,000</b>
• Accounts Receivable (Capitalization Commitment)		<b>\$0.00</b>
• Inventory		<b>\$0.00</b>
• Prepaid Expenses		<b>\$0.00</b>
• Short-term Investments		<b>\$0.00</b>
	<i><b>Total Current Assets</b></i>	<b>\$1,000</b>
<b>Fixed (Long-Term) Assets</b>		
• Long-Term Investments		<b>\$0.00</b>
• Property & Equipment (Less Accumulated Depreciation)		<b>\$0.00</b>
• Intangible Assets		
	<i><b>Total Fixed Assets</b></i>	<b>\$0.00</b>
<b>Other Assets</b>		
• Deferred Income Tax		<b>\$0.00</b>
• Other		<b>\$0.00</b>
	<i><b>Total Fixed Assets</b></i>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>		<b>\$1,000</b>
<b>LIABILITIES &amp; OWNER'S EQUITY</b>		
<b>Current Liabilities</b>		
• Accounts Payable		<b>\$0.00</b>
• Short-term Loans		<b>\$0.00</b>
• Income Taxes Payable		<b>\$0.00</b>
• Accrued Salaries & Wages		<b>\$0.00</b>
• Unearned Revenue		<b>\$0.00</b>
• Current Portion of Long-term Debt		<b>\$0.00</b>
	<i><b>Total Current Liabilities</b></i>	<b>\$0.00</b>
<b>Long-Term Liabilities</b>		
• Long-Term Debt		<b>\$0.00</b>
• Deferred Income Tax		<b>\$0.00</b>
• Other		<b>\$0.00</b>
	<i><b>Total Long-term Liabilities</b></i>	<b>\$0.00</b>
<b>Owner's Equity</b>		
• Owner's Investment		<b>\$1,000</b>
• Accounts Receivable		<b>\$0.00</b>
	<i><b>Total Owner's Equity</b></i>	<b>\$0.00</b>
<b>TOTAL LIABILITIES &amp; OWNER'S EQUITY</b>		<b>\$1,000</b>

SEE NOTES TO FINANCIAL STATEMENTS

**Leo Tech Holdings, Inc.**  
**(A Development Stage Company)**  
**STATEMENTS OF REVENUE AND EXPENSES**  
**September 18th, 2014 (inception)**

REVENUE	September 18th,2014
• Total Revenues	\$0.00
<b>TOTAL REVENUES</b>	<b>\$0.00</b>
EXPENSES	
• Accounting	\$0.00
• Legal	\$0.00
• Taxes, other	\$0.00
• Organization Costs	\$0.00
<b>TOTAL EXPENSES</b>	<b>\$0.00</b>
<b>NET LOSS</b>	<b>(\$0.00)</b>

SEE NOTES TO FINANCIAL STATEMENTS

**Leo Tech Holdings, Inc.**  
**(A Development Stage Company)**  
**STATEMENT OF SHAREHOLDERS' EQUITY**  
**For the period for**  
**September 18th, 2014 (inception)**

	Founding Shareholder	Total
Founding Contribution	\$1,000	\$1,000
All Costs	\$0.00	\$0.00
Net Loss	(\$0.00)	(\$0.00)
<b>BALANCE, September 18th, 2014</b>	<b>\$1,000</b>	<b>\$1,000</b>

SEE NOTES TO FINANCIAL STATEMENTS

**Leo Tech Holdings, Inc.**  
**(A Development Stage Company)**  
**STATEMENT OF CASH FLOWS**  
**For the period for**  
**September 18th, 2014**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	<b>September 18th, 2014 (Inception)</b>
• Net Loss	(\$0.00)
• Other	\$0.00
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	<b>September 18th, 2014 (Inception)</b>
• All Investing Activities	\$0.00
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	<b>September 18th, 2014 (Inception)</b>
• All Financing Activities	\$0.00
<b>NET INCREASE IN CASH</b>	<b>\$0.00</b>
<b>Cash, Beginning of year</b>	<b>\$1,000</b>
<b>Cash, End of Year</b>	<b>\$1,000</b>

SEE NOTES TO FINANCIAL STATEMENTS

**Leo Tech Holdings, Inc.**  
**(A Development Stage Company)**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 1. ORGANIZATION**

Leo Tech Holdings, Inc., a Wyoming Stock Corporation was formed in September of 2014. The Company was formed for the purpose of operating as an Agricultural Technologies Company.

The Company was initially capitalized by Mr. Alexander Woods-Leo with an opening deposit and balance of \$1,000 USD.

**NOTE 2. BASIS OF ACCOUNTING:**

The Financial Statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

**SIGNATURES**

**The Issuer has duly caused this Offering Statement to be signed on its behalf by the undersigned, thereunto duly authorized.**

**Leo Tech Holdings, Inc.**

**By: Mr. Alexander Woods-Leo**

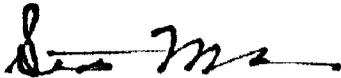


**By:** \_\_\_\_\_

**Name: Mr. Alexander Woods-Leo**

**Title: Founder, Chief Executive Officer & Chairman of the Board of Directors**

**By: Mr. Steven J. Muehler (Alternative Securities Markets Group)**



**By:** \_\_\_\_\_

**Name: Mr. Steven J. Muehler**

**Title: Advisor & Drafter of this Securities Registration Statement**

# EXHIBITS:

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A	Articles of Incorporation, Conversion & Bylaws (filing)	22
B	Subscription Agreement	07
C	Investor Questionnaire and Agreement	39
D	ASMG FINRA Crowd Funding Web Portal Registration	17
	ASMG Registered Investment Advisor ADV 1	46
	ASMG Registered Investment Advisor ADV 2	22
	ASMG U10 (Series 65 Securities Law Information)	01
E	ASMG Listing Agreement	13
F	ASMG Company Webpage (Test-the-Waters)	03
G	Company Mention at SteveMuehler.com	02
H	Legal Opinion Letter	To be filed later



# EXHIBIT A

**ACTION BY WRITTEN CONSENT  
OF THE SOLE INCORPORATOR**

**OF**  
**Leo Tech Holdings Inc.,**  
**a Wyoming Corporation,**  
**September 23, 2014**

The undersigned, acting as the sole incorporator of Leo Tech Holdings Inc., a Wyoming corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written consent without a meeting (this "Written Consent") pursuant to Section 17-16-205 of the Wyoming Business Corporation Act, which shall be effective upon the commencement of the corporation's existence:

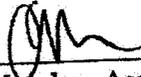
RESOLVED, that each person named below is hereby elected to serve as a director of the Corporation until such time as his or her successor is duly elected and qualified:

Alexander M. Woods-Leo  
Jonathan Bloomfield

RESOLVED FURTHER, that the officers of the Corporation, as elected by the Corporation's Board of Directors, are authorized and directed to insert a copy of this Written Consent in the minute book of the Corporation.

RESOLVED FURTHER, that the undersigned, the sole incorporator of the Corporation, hereby resigns as the incorporator of the Corporation, effective upon the commencement of the corporation's existence.

IN WITNESS WHEREOF, the undersigned executes this Written Consent as of the date set forth above.

  
\_\_\_\_\_  
By: Cheyenne Moseley, Assistant Secretary  
LegalZoom.com, Inc., Sole Incorporator

**ACTION BY UNANIMOUS WRITTEN CONSENT IN  
LIEU OF FIRST MEETING BY THE BOARD OF DIRECTORS  
OF  
Leo Tech Holdings Inc.,  
a Wyoming Corporation**

The undersigned, constituting all of the members of the board of directors (the "Board") of Leo Tech Holdings Inc., a Wyoming corporation (the Corporation), in lieu of holding a meeting of the Board, hereby consent to the taking of the actions set forth herein, and the approval and adoption of the following resolutions by this unanimous written consent ("Written Consent") pursuant to Section 17-16-821 of the Wyoming Business Corporation Act:

Articles of Incorporation

RESOLVED, that the Articles of Incorporation of the Corporation filed with the Wyoming Secretary of State hereby are adopted, ratified and affirmed in all respects.

RESOLVED FURTHER, that the Secretary of the Corporation is authorized and directed to insert a certified copy of the Articles of Incorporation in the Corporation's minute book.

Adoption of Bylaws

RESOLVED, that the bylaws presented to the Board and attached hereto are adopted as the bylaws of the Corporation ("Bylaws") to (i) regulate the conduct of the Corporation's business and affairs, and (ii) amend, restate, and supersede the Corporation's prior existing bylaws, if any, in their entirety.

RESOLVED FURTHER, that the Secretary of the Corporation is hereby authorized and directed to execute a certificate of the adoption of the Bylaws, to insert the Bylaws as so certified and as may be amended from time to time, in the minute book of the Corporation and to see that a copy, similarly certified, is kept at the principal executive office for the transaction of business of the Corporation, as required by law.

### Stock Issuance

RESOLVED, that the officers of the Corporation are hereby authorized to issue and sell shares of common stock of the Corporation, \$0.01 par value (the "Shares"), which the Board hereby determines to be the fair market value of the Corporation's common stock as of the date hereof, to each person named below (the "Shareholder"), in the amounts specified opposite each name in exchange for cash or contributed property as follows:

<u>Name of Shareholder</u>	<u>Number of Shares</u>	<u>Total Purchase Price(\$)</u>
Alexander M. Woods-Leo	15,000,000	\$100,000.00
Jonathan Bloomfield	3,000,000	\$1,000.00
Justin Williams	2,420,000	\$30,000.00
George Coles	100,000	\$10,000.00
Justin Savoy	500,000	\$50,000.00
Thomas Wick	100,000	\$5,000.00
Kevin Ryan	60,000	\$3,000.00
Ashley L. Douglas	24,000	\$1,200.00
Jason Little	5,000	\$250.00
Chris McGinley	10,000	\$500.00
Andrew C. Cochran	5,000	\$250.00
Joeseoph W. Cepparulo	5,000	\$250.00
John Hellane	5,000	\$250.00
Louis Mauro	5,000	\$250.00
Tim Moudy	5,000	\$250.00

RESOLVED FURTHER, that the Board hereby determines that the consideration to be received for the above-mentioned Shares is adequate for the Corporation's purposes, and that the sale and issuance of the Shares to each of the above-named persons shall be conditioned upon receipt by the Corporation of the purchase price of said Shares and final copies of all appropriate documentation required by Corporation.

RESOLVED FURTHER, that upon the issuance and sale in accordance with the foregoing resolutions, such Shares shall be validly issued, fully paid and non-assessable shares of common stock of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed, for and on behalf of the Corporation, (i) to take all actions necessary to comply with applicable laws with respect to the sale and issuance of the Shares, (ii) to thereafter execute and deliver on behalf of the Corporation, pursuant to the authorization above, share certificates representing the Shares set forth above, and (iii) to take any such other action as they may deem necessary or appropriate to carry out the issuance of the Shares and intent of these resolutions.

Election of Officers

RESOLVED, that the following individuals are hereby elected to serve in the offices of the Corporation set forth opposite their names until their successors are duly elected and qualified, or their earlier death, resignation or removal:

President: Alexander M Woods-Leo  
Treasurer: Alexander M Woods-Leo  
Secretary: Jonathan Bloofield

Corporate Records and Minute Book

RESOLVED, that the officers of the Corporation are hereby authorized and directed to procure all corporate books, books of account and stock books that may be required by the laws of Wyoming or of any foreign jurisdiction in which the Corporation may do business or which may be necessary or appropriate in connection with the business of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to maintain a minute book containing the Articles of Incorporation, as filed with and certified by the office of the Wyoming Secretary of State and as may be amended from time to time, its Bylaws and any amendments thereto, and the minutes of any and all meetings and actions of the Board, Board committees and the Corporation's shareholders, together with such other documents, including this Written Consent, as the Corporation, the Board or the Corporation's shareholders shall from time to time direct and to ensure that an up to date copy is also kept at the principal executive office of the Corporation (as designated below).

Corporate Seal

RESOLVED, that the Corporation shall have a corporate seal in the form of two concentric circles with the name of the Corporation between the two circles and the year of incorporation and "Wyoming" within the inner circle.

Share Certificates

RESOLVED, that the form of share certificate attached hereto has been presented to the Board for review and is hereby approved and adopted as the form share certificate of the Corporation and the Secretary of the Corporation is directed to insert such form share certificate in the minute book of the Corporation.

Ratification of Actions by Incorporator

RESOLVED, that the Action by Written Consent of the Sole Incorporator dated September 23, 2014 and all actions taken by the Corporation's sole incorporator, LegalZoom.com, Inc. and its agents, in connection with the formation of the Corporation are hereby in all respects approved, ratified and affirmed for and on behalf of the Corporation.

Annual Accounting Period

RESOLVED, that until otherwise determined by the Board the fiscal year of the Corporation shall end on December 31.

Principal Executive Office

RESOLVED, that the principal executive office of the Corporation shall initially be located at 1105 Monterey Place, Wilmington, Delaware 19809.

Bank Accounts

RESOLVED, that the officers of the Corporation are hereby authorized and directed to establish, maintain and close one or more accounts in the name of the Corporation for the funds of the Corporation with any federally insured bank or similar depository; to cause to be deposited, from time to time, in such accounts, such funds of the Corporation as such officer deems necessary or advisable, and to designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Corporation authorized to make such deposits and to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts; and to make such rules and regulations with respect to such accounts as such officers may deem necessary or advisable, and to complete, execute and deliver any documents as banks and similar financial institutions customarily require to establish any such account and to exercise the authority granted by this resolution including, but not limited to, customary signature card forms and form banking resolutions.

RESOLVED FURTHER, that all form resolutions required by any such depository, if any, are adopted in such form used by such depository by this Board, and that the Secretary is authorized to certify such resolutions as having been adopted by the Board and directed to insert a copy of any such form resolutions in the minute book of the Corporation.

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Corporation is entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions, as adopted by the Board.

Qualification to do Business

RESOLVED, that the officers of the Corporation are hereby authorized and directed for and on behalf of the Corporation to take such action as they may deem necessary or advisable to effect the qualification of the Corporation to do business as a foreign corporation in each state that the officers may determine to be necessary or appropriate, or to withdraw from or terminate the Corporation's qualification to do business in any such state.

RESOLVED FURTHER, that any resolutions which in connection with the foregoing shall be certified by the Secretary of the Corporation as having been adopted by the Board pursuant to this Written Consent shall be deemed adopted pursuant to this Written Consent with the same force and effect as if presented to the Board and adopted thereby on the date of this Written Consent, and shall be included in the minute book of the Corporation.

Payment of Expenses

RESOLVED, that the officers of the Corporation are hereby authorized and directed to pay all expenses of the incorporation and organization of the Corporation, including reimbursing any person for such person's verifiable expenses therefor.

Agent for Service of Process in Wyoming

RESOLVED, that United States Corporation Agents, Inc. shall be appointed the Corporation's agent for service of process in Wyoming.

Authorization of Further Actions

RESOLVED, that the officers of the Corporation are, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute all documents and to take all further actions they may deem necessary, appropriate or advisable to effect the purposes of each of the foregoing resolutions.

RESOLVED, that any and all actions taken by any officer of the Corporation in connection with the matters contemplated by the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Board for approval prior to such actions being taken.

IN WITNESS WHEREOF, each of the undersigned, being all the directors of the Corporation, has executed this Written Consent as of the date set forth below.

Date: September 23, 2014

Directors:

  
\_\_\_\_\_  
Alexander M. Woods-Leo

  
\_\_\_\_\_  
Jonathan Bloomfield

**EXHIBIT A**  
**BYLAWS OF**  
Leo Tech Holdings Inc.

**BYLAWS**

**OF**

**Leo Tech Holdings Inc.,  
a Wyoming Corporation**

**ARTICLE I**

Section 1.1. Annual Meetings. An annual meeting of the shareholders of Leo Tech Holdings Inc. (the "Corporation") will be held for the election of directors on a date and at a time and place either within or without the state of Wyoming fixed by resolution of the Board of Directors.

Any other proper business may be transacted at the annual meeting, except as limited by any notice or other requirements under the Wyoming Business Corporation Act.

Section 1.2. Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors or by the holders of shares entitled to cast not less than 10% of the votes at the meeting, such meeting to be held on a date and at a time and place either within or without the state of Wyoming as may be stated in the notice of the meeting.

Section 1.3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting a written notice of the meeting must be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat, except that meetings to increase the number of shares or corporate indebtedness each require at least 60 days' notice.

Notice of a shareholders' meeting or any report must be given either personally or by first-class mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the books of the Corporation or given by the shareholder to the Corporation for the purpose of notice. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

Section 1.4. Adjournments. When a shareholders' meeting is adjourned to another time or place, except as otherwise provided in this Section, notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 1.5. Validating Meeting of Shareholders; Waiver of Notice. The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law to be included in the notice but not so included, if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof, except as required by the Wyoming Business Corporation Act.

Section 1.6. Quorum. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in this Section.

Section 1.7. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors, if any, or in the absence of the Chairman of the Board of Directors by the Vice Chairman of the Board of Directors, if any, or in the absence of the Vice Chairman of the Board of Directors by the President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, shall act as secretary of the meeting, or in their absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.8. Voting. Unless otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

In all other matters, unless otherwise provided by Wyoming law or by the Articles of Incorporation or these bylaws, the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter at a meeting in which a quorum is present shall be the act of the shareholders. Where a separate vote by class or classes is required, the affirmative vote of the holders of a majority of the shares of such class or classes at a meeting in which a quorum is present shall be the act of such class or classes, except as otherwise provided by the state of Wyoming law or by the Articles of Incorporation or these bylaws.

Section 1.9. Shareholder's Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his or her duly authorized attorney-in-fact.

Section 1.12. Consent of Shareholders in Lieu of Meeting. Except as otherwise provided in the Articles of Incorporation or under the Wyoming Business Corporation Act, any action that may be taken at any annual or special meeting of the shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all outstanding shares entitled to vote thereon.

## ARTICLE II

### Board of Directors

Section 2.1. Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by, and all corporate powers shall be exercised by or under, the direction of the Board of Directors, except as otherwise provided in these bylaws or Articles of Incorporation.

Section 2.2. Election; Term of Office; Resignation; Vacancies. At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. Any director may resign effective upon giving written notice to the Chairman of the Board of Directors, the Secretary of the Board of Directors, or the Board of Directors of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Subject to the provisions of the Wyoming Business Corporation Act, any director may be removed with or without cause at any time by the shareholders of the Corporation at a special meeting called for such purpose. In addition, any director may be removed for cause by action of the Board of Directors.

Unless otherwise provided in the Articles of Incorporation or these bylaws and except for a vacancy caused by the removal of a director, vacancies on the Board of Directors may be filled by appointment by the Board of Directors. The shareholders may elect a director at any time to fill a vacancy not filled by the Board of Directors.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such places within or without the state of Wyoming and at such times as the Board of Directors may from time to time determine.

Section 2.4. Special Meetings; Notice of Meetings; Waiver of Notice. Special meetings of the Board of Directors may be held at any time or place within or without the state of Wyoming whenever called by the Chairman of the Board of Directors, by the Vice Chairman of the Board of Directors, if any, or by any two directors. Subject to any greater notice requirements set forth in the Wyoming Business Corporation Act, special meetings shall be held on five days' notice by mail or 48 hours' notice delivered personally or by telephone, telegraph or any other means of communication authorized by the Wyoming Business Corporation Act. Notice delivered personally or by telephone may be transmitted to a person at the director's office who can reasonably be expected to deliver such notice promptly to the director.

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the Board of Directors.

Section 2.5. Participation in Meetings by Conference Telephone Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board or of such committee, as the case may be, through the use of conference telephone or similar communications equipment permitted by the Wyoming Business Corporation Act, so long as all members participating in such meeting can hear one another, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 2.6. Quorum; Adjournment; Vote Required for Action. At all meetings of the Board of Directors a majority of the authorized number of directors shall constitute a quorum for the transaction of business. Subject to the provisions of the Wyoming Business Corporation Act, every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board unless the Articles of Incorporation or these bylaws shall require a vote of a greater number.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto, except as otherwise provided in this Section. Such revocation may be effected by a writing delivered to the Corporation stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or as to any meeting by attendance at such meeting and voting in person by the person executing the proxy.

Section 1.10. Inspectors. In advance of any meeting of shareholders the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof.

Section 1.11. Fixing Date for Determination of Shareholders of Record. In order that the Corporation may determine the shareholders entitled to notice of any meeting or to vote or to express consent to corporate action in writing without a meeting or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than ten days prior to the date of such meeting nor more than 60 days prior to any other action.

If no record date is fixed:

- a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;
- b) the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given; and
- c) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto or the 60th day prior to the date of such other action, whichever is later. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board by the Vice Chairman of the Board of Directors, if any, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, will act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 2.9. Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors for services in any capacity.

### ARTICLE III

#### Executive and Other Committees

Section 3.1. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the authorized number of directors, may designate an executive committee and other committees, each consisting of two or more directors, to serve at the pleasure of the Board of Directors, and each of which, to the extent provided in the resolution but subject to the Wyoming Business Corporation Act, will have all the authority of the Board.

The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Unless the Board of Directors otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board of Directors or a provision in the rules of such committee to the contrary, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

## ARTICLE IV

### Officers

Section 4.1. Officers; Election. As soon as practicable after the annual meeting of shareholders each year, the Board of Directors shall appoint a President, a Treasurer and a Secretary. The Board may also elect one or more Vice Presidents, one or more Assistant Secretaries, and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person.

Section 4.2. Term of Office; Resignation; Removal; Vacancies. Except as otherwise provided in the resolution of the Board of Directors electing any officer, each officer will hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the Chairman of the Board or the Secretary of the Corporation. Such resignation will take effect when the notice is delivered, unless the notice specifies a later time, and unless otherwise specified therein no acceptance of such resignation will be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal will be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer will not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 4.3. Powers and Duties. The officers of the Corporation will have such powers and duties in the management of the Corporation as are stated in these bylaws or in a resolution of the Board of Directors that is not inconsistent with these bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Secretary will have the duty to record the proceedings of the meetings of the shareholders, the Board of Directors and any committees in a book to be kept for that purpose.

Section 4.4. Salaries. The salaries, compensation and other benefits, if any, of the officers will be fixed from time to time by the Board of Directors, and no officer will be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Corporation.

## ARTICLE V

### Forms of Certificates; Loss and Transfer of Shares

Section 5.1. Forms of Certificates. Every holder of shares in the Corporation is entitled to have a certificate signed in the name of the Corporation by (1) the President, any Vice President, Chairman of the Board or Vice Chairman, and by (2) the Chief Financial Officer, Treasurer, Assistant Treasurer, or Secretary of the Corporation, certifying the number of shares and the class or series of shares owned by such shareholder. If such certificate is manually signed by at least one officer or manually countersigned by a transfer agent or by a registrar, then any other signature on the certificate may be a facsimile signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Share Certificates; Issuance of New Certificates. The Corporation may issue a new share certificate or a new certificate for any other security in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## ARTICLE VI

### Records and Reports

Section 6.1. Shareholder Records. The Corporation shall keep at its principal executive office or at the office of its transfer agent or registrar a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder along with all written communications to shareholders within the last three years.

Section 6.2. Corporate Documents and Bylaws. The Corporation shall keep at its principal executive office the original or a copy of the Articles of Incorporation and bylaws as amended to date and, the list of the names and business addresses of its current officers and directors, all of which shall be open to inspection by the shareholders at all reasonable times during office hours. The Corporation shall, upon the written request of any shareholder, furnish to that shareholder a copy of the Articles of Incorporation or bylaws as amended to date.

Section 6.3. Minutes and Accounting Records. The minutes of proceedings of the shareholders, the Board of Directors, and committees of the Board records of all actions taken by shareholders without a meeting, and the accounting books and records will be kept at the principal executive office of the Corporation, or at such other place or places as designated by the Board of Directors and be open to inspection by the shareholders at all reasonable times during office hour. The minutes will be kept in written form, and the accounting books and records will be kept either in written form or in a form capable of being converted into written form.

Section 6.4. Inspection by Directors. Subject to applicable Wyoming law, every director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations for purposes relating to his or her status as director. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 6.5. Annual Report to Shareholders. Subject to the Wyoming Business Corporation Act, for as long as the Corporation has fewer than the number of shareholders specified in the applicable statute, if any, any requirement of an annual report to shareholders is expressly waived. However, nothing in this provision shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders, as the Board considers appropriate.

At the annual meeting of shareholders, or the meeting held in lieu thereof, the Corporation shall lay before the shareholders a financial statement consisting of:

- a) A balance sheet containing a summary of the assets, liabilities, stated capital, if any, and surplus (showing separately any capital surplus arising from unrealized appreciation of assets, other capital surplus, and earned surplus) of the Corporation as of the end of the Corporation's most recent fiscal year, except that, if consolidated financial statements are laid before the shareholders, the consolidated balance sheet shall show separately or disclose by a note the amount of the consolidated surplus that does not constitute earned surplus of the Corporation or any of its subsidiaries and that is not classified as stated capital or capital surplus on the consolidated balance sheet; and
- b) A statement of profit and loss and surplus, including a summary of profits, dividends or distributions paid, and other changes in the surplus accounts of the Corporation for the period commencing with the date marking the end of the period for which the last preceding statement of profit and loss required under this Section was made and ending with the date of said balance sheet, or in the case of the first statement of profit and loss, from the incorporation of the Corporation to the date of said balance sheet.

Section 6.6. Financial Statements. The Corporation shall keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the Corporation on file in the Corporation's principal office for twelve (12) months. These documents shall be exhibited at all reasonable times, or copies provided, to any shareholder on demand.

Section 6.7. Form of Records. Any records maintained by the Corporation in the regular course of its business, with the exception of minutes of the proceedings of the shareholders, and of the Board of Directors and its committees, but including the Corporation's stock ledger and books of account, may be kept on, or be in the form of magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

## ARTICLE VII

### Miscellaneous

Section 7.1. Principal Executive or Business Offices. The Board of Directors shall fix the location of the principal executive office of the Corporation at any place either within or without the state of Wyoming.

Section 7.2. Fiscal Year. The fiscal year of the Corporation must be determined by the Board of Directors.

Section 7.3. Seal. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 7.4. Indemnification. The Corporation shall have the power to indemnify, to the maximum extent and in the manner permitted by the Wyoming Business Corporation Act, each of its directors, officers, employees and agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was an agent of the Corporation.

Section 7.5. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.6. Dividends. The Board of Directors may from time to time declare, and the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by Wyoming law and its Articles of Incorporation.

A distribution shall not be made if, after giving it effect, either:

a) The Corporation would not be able to pay its debts as they become due in the usual course of business; or

b) The Corporation's total assets would be less than the sum of its total liabilities plus (unless the Articles of Incorporation permit otherwise) the amount that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the distribution.

Section 7.7. Amendment of Bylaws. To the extent permitted by law, these bylaws may be amended or repealed, and new bylaws adopted, by the Board of Directors. The shareholders entitled to vote, however, retain the right to adopt additional bylaws and may amend or repeal any bylaw whether or not adopted by them.

*[Remainder Intentionally Left Blank.]*

**CERTIFICATE OF SECRETARY OF**

**Leo Tech Holdings Inc.**

The undersigned, Jonathan Bloofield, as Secretary of Leo Tech Holdings Inc., a Wyoming corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the Board of Directors of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of 24  
09, 2014.



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Jonathan Bloofield  
Secretary

**EXHIBIT B**  
**FORM OF SHARE CERTIFICATE**



# **EXHIBIT B**

## **Leo Tech Holdings, Inc.**

**C/O: Alternative Securities Markets Group Corporation**

**4050 Glencoe Avenue**

**Marina Del Rey, California 90292**

**LEGAL@ALTERNATIVESECURITIESMARKET.COM**

**Company Direct: (302) 588-5040**

### **SUBSCRIPTION AGREEMENT**

#### **9% Convertible Preferred Stock Units 1 to 50,000**

Subject to the terms and conditions of the shares of 9% Preferred Convertible Preferred Stock Units (the "Convertible Preferred Stock") described in the Leo Tech Holdings, Inc. Offering Circular dated November 1st, 2014 (the "Offering"), I hereby subscribe to purchase the number of shares of 9% Convertible Preferred Stock set forth below for a purchase price of \$100.00 per share. Enclosed with this subscription agreement is my check (Online "E-Check" or Traditional Papery Check) or money order made payable to "Leo Tech Holdings, Inc." evidencing \$100.00 for each share of Convertible Preferred Stock Subscribed, subject to a minimum of ONE 9% Preferred Convertible Preferred Stock Unit (\$100.00).

I understand that my subscription is conditioned upon acceptance by Leo Tech Holdings, Inc. Company Managers and subject to additional conditions described in the Offering Circular. I further understand that Leo Tech Holdings, Inc. Company Managers, in their sole discretion, may reject my subscription in whole or in part and may, without notice, allot to me a fewer number of shares of 9% Convertible Preferred Stock that I have subscribed for. In the event the Offering is terminated, all subscription proceeds will be returned with such interest as may have been earned thereon.

I understand that when this subscription agreement is executed and delivered, it is irrevocable and binding to me. I further understand and agree that my right to purchase shares of 9% Convertible Preferred Stock offered by the Company may be assigned or transferred to any third party without the express written consent of the Company.

I further certify, under penalties of perjury, that: (1) the taxpayer identification number shown on the signature page of this Offering Circular is my correct identification number; (2) I am not subject to backup withholding under the Internal Revenue Code because (a) I am exempt from backup withholding; (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person (as defined in the instructions to Form W-9).

**SUBSCRIPTION AGREEMENT** (the “Agreement”) with the undersigned Purchaser for \_\_\_\_\_ 9% Convertible Preferred Stock Units of Leo Tech Holdings, Inc., with no par value per share, at a purchase price of **\$100.00 (ONE HUNDRED DOLLARS AND ZERO CENTS)** per share (aggregate purchase price: \$ \_\_\_\_\_).

Made \_\_\_\_\_, by and between Leo Tech Holdings, Inc., a Wyoming Stock Corporation (the “Company”), and the Purchaser whose signature appears below on the signature line of this Agreement (the “Purchaser”).

**WITNESSETH:**

WHEREAS, the Company is offering for sale up to FIFTY THOUSAND 9% Convertible Preferred Stock Units (the “Shares”) (such offering being referred to as the “Offering”).

NOW, THEREFORE, the Company and the Purchaser, in consideration of the mutual covenants contained herein and intending to be legally bound, do hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions hereof, the Company shall sell, and the Purchaser shall purchase, the number of Shares indicated above at the price so indicated.
2. **Method of Subscription.** The Purchaser is requested to complete and execute this agreement online *or* to print, execute and deliver two copies of this Agreement to the Company, at **Leo Tech Holdings, Inc., C/O: Alternative Securities Markets Group Corporation, 4050 Glencoe Avenue, Marina Del Rey, California 90292**, payable by check to the order of **Leo Tech Holdings, Inc.** in the amount of the aggregate purchase price of the Shares subscribed (the “Funds”). The Company reserves the right in its sole discretion, to accept or reject, in whole or in part, any and all subscriptions for Shares.
3. **Subscription and Purchase.** The Offering will begin on the effective date of the Offering Statement and continue until the Company has sold all of the Shares offered hereby or on such earlier date as the Company may close or terminate the Offering.

Any subscription for Shares received will be accepted or rejected by the Company within 30 days of receipt thereof or the termination date of this Offering, if earlier. If any such subscription is accepted, in whole or part, the Company will promptly deliver or mail to the Purchaser (i) a fully executed counterpart of this Agreement, (ii) a certificate or certificates for the Shares being purchased, registered in the name of the Purchaser, and (iii) if the subscription has been accepted only in part, a refund of the Funds submitted for Shares not purchased. Simultaneously with the delivery or mailing of the foregoing, the Funds deposited in payment for the Shares purchased will be released to the Company. If any such subscription is rejected by the Company, the Company will promptly return, without interest, the Funds submitted with such subscription to the subscriber.

4. **Representations, Warranties and Covenants of the Purchaser.** The Purchaser represents, warrants and agrees as follows:

(a) Prior to making the decision to enter into this Agreement and invest in the Shares subscribed, the Purchaser has received and read the Offering Statement. On the basis of the foregoing, the Purchaser acknowledges that the Purchaser processes sufficient information to understand the merits and risks associated with the investment in the Shares subscribed. The Purchaser acknowledges that the Purchaser has not been given any information or representations concerning the Company or the Offering, other than as set forth in the Offering Statement, and if given or made, such information or representations have not been relied upon by the Purchaser in deciding to invest in the Shares subscribed.

(b) The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the investment in the Shares subscribed and the Purchaser believes that the Purchaser's prior investment experience and knowledge of investments in low-priced securities ("penny stocks") enables the Purchaser to make an informal decision with respect to an investment in the Shares subscribed.

(c) The Shares subscribed are being acquired for the Purchaser's own account and for the purposes of investment and not with a view to, or for the sale in connection with, the distribution thereof, nor with any present intention of distributing or selling any such Shares.

(d) The Purchaser's overall commitment to investments is not disproportionate to his/her net worth, and his/her investment in the Shares subscribed will not cause such overall commitment to become excessive.

(e) The Purchaser has adequate means of providing for his/her current needs and personal contingencies, and has no need for current income or liquidity in his/her investment in the Shares subscribed.

(f) With respects to the tax aspects of the investment, the Purchaser will rely upon the advice of the Purchaser's own tax advisors.

(g) The Purchaser can withstand the loss of the Purchaser's entire investment without suffering serious financial difficulties.

(h) The Purchaser is aware that this investment involves a high degree of risk and that it is possible that his/her entire investment will be lost.

(i) The Purchaser is a resident of the State set forth below the signature of the Purchaser on the last page of this Agreement.

**Company Convertible Securities:** All 9% Convertible Preferred Stock Units must be Converted to Company Common Stock either in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> year under the following terms and conditions at the Shareholders' Option:

- **YEAR 2:** (Shareholder Conversion Option)
  - At anytime during the second year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company's 9% Convertible Preferred Stock for Common Stock of the Company at market price of the Company's Common Stock at time of conversion / closing. The closing price will be the weighted

average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.

- The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market (“Over-the-Counter inter-dealer quotation system”), the shares shall convert to Common Stock in the Company at the “per share value” of the Company’s Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company’s Board of Directors.
- YEAR 3: (Shareholder Conversion Option)
- At anytime during the third year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each Unit of the Company’s 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 5%* of the Company’s Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market (“Over-the-Counter inter-dealer quotation system”), the shares shall convert to Common Stock in the Company at the “per share value” of the Company’s Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company’s Board of Directors.
- YEAR 4: (Optional Conversion Option)
- At anytime during the fourth year of the investment, the Shareholder may choose on the First Business Day of Each Month to convert each unit of the Company’s 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 10%* of the Company’s Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the

Shares plus any accrued interest, though the Company has no obligation to purchase the units.

- Should the Company not be listed on any Regulated Stock Exchange or OTC Market (“Over-the-Counter inter-dealer quotation system”), the shares shall convert to Common Stock in the Company at the “per share value” (minus any discounts) of the Company’s Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company’s Board of Directors.
- YEAR 5: (Optional & Mandatory Conversion Options)
- *Optional:* At anytime during the fourth year of the investment, the Shareholder may choose on the First Day of Each Month to convert each unit of the Company’s Convertible 9% Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company’s Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - The Shareholder can sell the 9% Convertible Preferred Stock Units back to the Company at any time after two years for the full face value of the Shares plus any accrued interest, though the Company has no obligation to purchase the units.
  - *Mandatory:* On the last business day of the 5<sup>th</sup> year of the investment, the Shareholder MUST convert each Unit of the Company’s 9% Convertible Preferred Stock for Common Stock of the Company at market price *minus 15%* of the Company’s Common Stock at time of conversion / closing. The closing price will be the weighted average price of the Common Stock Closing Price over the previous 60 days. Fractional interests will be paid to the shareholder by the Company in cash.
  - Should the Company not be listed on any Regulated Stock Exchange or OTC Market (“Over-the-Counter inter-dealer quotation system”), the shares shall convert to Common Stock in the Company at the “per share value” (minus any discounts) of the Company’s Common Stock as determined by an Independent Third Party Valuations Firm that is chosen by the Company’s Board of Directors.
5. Notices. All notices, request, consents and other communications required or permitted hereunder shall be in writing and shall be delivered, or mailed first class, postage prepaid, registered or certified mail, return receipt requested:
- a. If to any holder of any of the Shares, addressed to such holder at the holder’s last address appearing on the books of the Company, or
  - (b) If to the Company, addressed to the **Leo Tech Holdings, Inc, 1105 Monterey Place, Wilmington, Delaware 19809**, or such other address as the Company may specify by written notice to the Purchaser, and such notices or other communications shall for all purposes of this Agreement be treated as being effective on delivery, if delivered personally, or, if sent by

mail, on the earlier of actual receipt or the third postal business day after the same has been deposited in a regularly maintained receptacle for the deposit of United States' mail, addressed and postage prepaid as aforesaid.

6. **Severability.** Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.
7. **Parties in Interest.** This Agreement shall be binding upon and inure to the benefits of and be enforceable against the parties hereto and their respective successors or assigns, provided, however, that the Purchaser may not assign this Agreement or any rights or benefits hereunder.
8. **Choice of Law.** This Agreement is made under the laws of the State of Wyoming, and for all purposes shall be governed by and construed in accordance with the laws of that State, including, without limitation, the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of the parties hereto.
9. **Headings.** Sections and paragraph heading used in this Agreement have been inserted for convenience of reference only, do not constitute a part of this Agreement and shall not affect the construction of this Agreement.
10. **Execution in Counterparts.** This Agreement may be executed an any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.
11. **Survival of Representations and Warranties.** The representations and warranties of the Purchaser in and with respect to this Agreement shall survive the execution and delivery of this Agreement, any investigation at any time made by or on behalf of any Purchaser, and the sale and purchase of the Shares and payment therefore.
12. THE PARTIES HERBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.
13. In Connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its litigation-related costs and reasonable attorneys' fees through and including any appeals and post-judgment proceedings.
14. In no event shall any party be liable for any incidental, consequential, punitive or special damages by reason of its breach of this Agreement. The liability, if any, of the Company and its Managers, Directors, Officers, Employees, Agents, Representatives, and Employees to the undersigned under this Agreement for claims, costs, damages, and expenses of any nature for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, shall not exceed, in the aggregate the undersigned's investment amount.

12. **Additional Information.** The Purchaser realizes that the Shares are offered hereby pursuant to exemptions from registration provided by Regulation A and the Securities Act of 1933. The Shares are being offered ONLY TO RESIDENTS OF THE STATES OF:

- TBD

IN WITNESSES WHEREOF, the parties hereto have executed this Subscription Agreement as of the day and year first above written.

**Leo Tech Holdings, Inc.:**

By: \_\_\_\_\_  
Mr. Alexander Woods-Leo, Chief Executive Officer

**PURCHASER:**

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Alternative Securities Market Investment Account Number



# EXHIBIT C

# Alternative Securities Markets Group

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Corporate: 4050 Glencoe Avenue, Marina Del Rey, California 90292  
Office: (213) 407 - 4386 / Email: [Legal@AlternativeSecuritiesMarket.com](mailto:Legal@AlternativeSecuritiesMarket.com)  
<http://www.AlternativeSecuritiesMarket.com>

**[www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)**

## **NEW INVESTOR QUESTIONNAIRE AND AGREEMENT**

(United States Citizen)

# Alternative Securities Markets Group

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## TABLE OF CONTENTS FOR THIS QUESTIONNAIRE AND AGREEMENT

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# Alternative Securities Markets Group

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## NEW INVESTOR QUESTIONNAIRE (*Individual Investors*):

### PART ONE:

Thank you for signing up as an Individual Investor with Alternative Securities Markets Group and [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). In order to provide you Investment Access to Issuers raising capital, we need to ask you a few questions. This will determine which companies you will have access to, as well as auto-populate this information into the subscription agreement of an investment when you are ready to Invest. Please complete the questions on page ONE, check the Box(es) that apply on pages 2-5 and electronically sign the last page of this Agreement.

Name: \_\_\_\_\_

Spouse Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Address Line 2 (if applicable): \_\_\_\_\_

City: \_\_\_\_\_

State or Province: \_\_\_\_\_

Postal Code / Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Best Phone Number: \_\_\_\_\_

Alternate Phone Number (not required): \_\_\_\_\_

Email Address: \_\_\_\_\_

# Alternative Securities Markets Group

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## **Check One (cont.):**

I made \$200,000 or more in the last two years and expect to make at least \$200,000 this year.

My household income was \$300,000 or more in the last two years and it is expected to be at least \$300,000 this year.

I have a net worth either on my own or jointly with my spouse of \$1,000,000 or more excluding my home.

None of the above.

## **PART TWO:**

### *Investor Suitability Questionnaire:*

#### **1. Income Tax Bracket:**

15% or less

15-27%

28% or more

#### **2. When do you expect to need the funds from your Investments:**

Less than one year

1-3 years

3-5 years

6-10 years

11+ years

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### 3. *Net Worth (excluding your home):*

- \$1 to \$5,000
- \$5,001 to \$10,000
- \$10,001 to \$50,000
- \$50,000 to \$100,000
- \$100,001 to \$500,000
- \$500,001 to \$999,999
- \$1,000,000 to \$5,000,000
- Greater than \$5M

### 4. *Annual Income:*

- Less than \$15,000
- \$15,001 to \$25,000
- \$25,001 to \$50,000
- \$50,001 to \$100,000
- \$100,001 to \$150,000
- \$150,000 to \$199,000
- \$200,000 to \$300,000
- More than \$300,000

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**5. Household Income:**

- Less than \$15K
- \$15,001 to \$25,000
- \$25,001 to \$50,000
- \$50,001 to \$100,000
- \$100,001 to \$150,000
- \$150,001 to \$199,999
- \$200,000 to \$300,000
- More than \$300,000

**6. Past Private Equity or Private Debt Investments:**

- None
- One Investment
- 2-5 Investments
- Six or More Investments

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## 7. **Employment Status:**

- Student
- Self-Employed
- Employed in Same Field Less than Five Years
- Employed in Same Field Five Years or More
- Retired
- Unemployed

## 8. **Education:**

- None
- GED
- High School
- College 2 Year
- College 4 Year
- Masters/PHD

## 9. **Annual Expenses:**

- \$50,000 or Less
- \$50,001 to \$100,000
- \$100,001 to \$250,000
- \$250,001 to \$500,000
- Over \$500,000

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## **10. Liquid Net Worth:**

- \$1 to \$5,000
- \$5,001 to \$10,000
- \$10,001 to \$50,000
- \$50,001 to \$100,000
- \$100,001 to \$500,000
- \$500,001 to \$999,999
- \$1,000,000 to \$5,000,000
- Greater than \$5,000,000

## **11. Marital Status:**

- Single
- Married
- Domestic Partner
- Divorced
- Widowed

## **12. Number of Dependents:**

- One
- Two to Three
- Four to Five
- Greater than Five

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**13. Are you or any of your immediate family employed by or associated with the Securities Industry?**

YES

NO

**14. Are you an officer, director or 10% (or more) shareholder in a publicly-owned company?**

YES

NO

**15. Notify me of new investments as they are added to: ([www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)).**

YES

NO

In the next 1-24 hours we will review your questionnaire. As part of the approval process, an Operations Managers with Alternative Securities Markets Group may contact you to discuss the risks associated with investing in the securities offered by issuers on the Alternative Securities Market, and to answer any questions you may have about the Alternative Securities Market.

Once you are approved, we will email your Investor Designation and a link to your Private Online Alternative Securities Markets Group's Investment Account.

**\*\* The Accuracy of your application is extremely important to us. In order that we may make a fair judgment on your financial background, the information you submit may be subject to verification.**

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# Alternative Securities Markets Group

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## User Agreement for Alternative Securities Markets Group

Effective October 10th, 2014

Welcome to **the Alternative Securities Market!** This user agreement (this "Agreement") is a contract between you and **Alternative Securities Markets Group Corporation** and governs all transactions between you and **Alternative Securities Markets Group Corporation**, as well as your use of **Alternative Securities Markets Group Corporation's Services** (the "Services"). Before you complete your registration with **the Alternative Securities Market**, you must read and accept all of the terms and conditions in, and linked to, this Agreement, including the Privacy Policy.

### 1. Alternative Securities Markets Group and your account.

#### About Alternative Securities Markets Group:

- Alternative Securities Markets Group manages an electronic website at that allows you to make investments in small business, including start-ups. Issuers list securities at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), and we enable you to place order for these securities, facilitate payment for them, and help you track your investment history. Your payments for securities will be deposited into a third-party escrow account for subsequent disbursement to the issuer of the securities, or deposited directly into the issuer's account, in accordance with the terms of the offering. **Alternative Securities Markets Group Corporatin does not hold funds or securities on the issuers or your behalf.**
- **About your Alternative Securities Markets Group Account:** When you register at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), you create an account that allows you to interact with the website and the use of the Services. By creating this account, you represent that you are either: (i) an individual and wish to place orders on your own behalf; or (ii) an individual authorized to place orders on behalf of a corporation or other entity.
- **Eligibility:** To be eligible to use the Services, you must be 18 years old. Not all investment products and services referenced on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) are intended for every investor. Example, Regulation S Securities are only for non-residents of the United States and CA1001 Securities are only for Qualified Investors that are residents of the State of California. You agree to review the section "Types of Securities Offered on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)", and that you agree that you have all requisite authority to enter into and use the Services contemplated by this agreement. **This website will not be considered a solicitation for or offering of any security, investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.**
- **Your Information:** You agree that the information you provide during the [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) process is current, accurate, truthful and complete, and you will regularly update this information to maintain its completeness and accuracy. You are responsible for maintaining the confidentiality of any account information that you use to access any feature on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), and also for logging off of your account and any protected areas of [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). Further, you are fully responsible for all activities occurring under your account that result from your failure to use or maintain appropriate security measures. If you become aware

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of any suspicious or unauthorized conduct concerning your account, you agree to contact [LEGAL@ASMMARKETSGROUP.COM](mailto:LEGAL@ASMMARKETSGROUP.COM) immediately. We will not be liable for any loss or damage arising from your failure to promptly notify us of such conduct.

- **Verification:** United States Federal Law requires financial institutions to obtain, verify and record information that identifies persons, entities or corporations seeking to open accounts with Alternative Securities Markets Group. You agree to provide Alternative Securities Markets Group with all required information or documentation that permits Alternative Securities Markets Group to verify your identity. Any required information you provide to Alternative Securities Markets Group may be subject to verification, including through the sharing of such information with third parties for this purpose. Your account may be rejected, restricted or closed if Alternative Securities Markets Group cannot verify required information.
- **Privacy:** To create your Alternative Securities Markets Group Account at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), we may ask for certain information that allows us to comply with certain rules and regulations related to, among other things, suitability of investments and anti-money laundering. For a complete description of how we use and protect your personal information, see our Privacy Policy section of this agreement and at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).
- **Closing Your Account:** You may ask Alternative Securities Markets Group to close your account by emailing [LEGAL@ASMMARKETSGROUP.COM](mailto:LEGAL@ASMMARKETSGROUP.COM). Once your account is closed, your purchase confirmations remain available on the site for 60 days, and we will mail all required tax forms to the address on your account when they become available.
- **U.S. Economic Sanctions:** You represent that you, or the organization for which you are acting as an authorized person, have not been designated by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or Blocked Person, you have no reason to believe that you would be considered a Blocked Person by OFAC, and you do not reside in a restricted country. You also represent that, to the best of your knowledge, you are not employed by or acting as an agent of any government, government-controlled entity or Government Corporation restricted under OFAC. You understand that if your application violates OFAC guidelines, your account may be declined or restricted from certain activity.
- **Alternative Securities Markets Group's Relationship with Issuers:** Alternative Securities Markets Group is a Joint Venture and Minority Equity Shareholder of all Companies listed on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), and Alternative Securities Markets Group has entered into agreements with issuers on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) to list Direct Public Offerings and select Private Placements of their securities on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). We are NOT authorized to accept your order to purchase these securities as members of each of these companies, ONLY to transmit these orders to the issuers, and facilitate the execution of the Company's payment instructions. Alternative Securities Markets Group receives "NO" financial compensation from issuers for directing your order to the issuer, but we do receive financial compensation for certain administrative costs associated with the management of the Offering, generally in the form of stock in the Company. The details of this compensation are available in the offering memorandum for each security. **Your funds will flow into a third-party escrow account for payment to the issuer, or**

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directly to the issuer's escrow holding account, in accordance with the terms of the offering. **Alternative Securities Markets Group is not party to the funds.** Security ownership is transferred to you directly from the issuer. **Alternative Securities Markets Group does not hold securities.** The terms and features of the securities available on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) are at the discretion and control of the issuers and will be stated in the offering memorandum for each security. We will make the offering memorandum for each security available to qualified investors on a password-protected section of [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). It is your responsibility to review and understand the information in the offering memorandum before placing an order for securities.

## 2. Investment Services

- **No Advice:** Alternative Securities Markets Group does not provide legal, tax, estate-planning or investment advice regarding the suitability, profitability or appropriateness of any security. We are required by law to ascertain your suitability for an investment based on your personalized input, but you are responsible for determining whether any investment or suitable for you based on your legal investment objectives and personal and financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.
- **Nondisclosure of Material, Nonpublic Information:** In connection with the Services it provides, Alternative Securities Markets Group may come into possession of confidential, non-public information. We are prohibited from improperly disclosing or using this information for our own benefit or for the benefit of any other person. We maintain policies and procedures designed to prohibit the communication of this information to persons who do not have the legitimate need to know the information, to meet our obligations to issuers, and to remain in compliance with applicable law. You understand and agree that, in certain circumstances, we may have information that, if disclosed, might affect your decision to buy a security, but that we will be prohibited from communicating to you or using for your benefit.
- **Facilitating Your Payments:** Opening an account and browsing [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) are services offered to you free of charge. [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) is your access point to Alternative Securities Markets Group's Market Listed Companies and allows you to order a security from the issuer and facilitates your purchase of that security using one of our permitted payment methods. Alternative Securities Markets Group is not a party to the flow of funds to the issuer.
- **Transaction Amounts and Limitations:** Alternative Securities Markets Group, along with each of its issuers, reserves the right to deny an investment transaction or to place a limit on the dollar amount of a transaction for any reason, including, for example, if you fail suitability for a particular security or for activity that Alternative Securities Markets Group or the issuer, in their sole discretion, believes to be suspicious on your account. If Alternative Securities Markets Group, or an issuer, limits an investment, you can request a review and an exception on a case-by-case basis with the ISSUER. Alternative Securities Markets Group imposes minimum and maximum transaction amounts for each investment and may change those minimum and maximum amounts from time to time.

# Alternative Securities Markets Group

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- **Applicable Rules and Regulations:** All transactions in your account will be subject to Alternative Securities Markets Group's internal rules and policies and, where applicable, to FINRA rules and regulations; the provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934; the rules and regulations of the SEC, the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organizations; and other federal and state laws and regulations. In no event will Alternative Securities Markets Group be obliged to effect any transaction it believes would violate any International, Federal or State law, rule, or regulation, or the rules or regulations of any regulatory or self-regulatory body.

### 3. Electronic Signatures and Delivery of Documents

- **Electronic Signatures:** By completing a Alternative Securities Markets Group account application online at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), you give your valid consent to this Agreement and all other documents governing your relationship with Alternative Securities Markets Group. The use of an electronic version of the account documents fully satisfies any requirement that they be provided to you in writing, and the electronic version of this Agreement is considered to be the true, complete and enforceable record of our Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents were originally generated and maintained in printed form. You are solely responsible for reviewing and understanding all the terms and conditions of these documents, and you accept as reasonable and proper notice, for the purpose of any laws, rules and regulations, notice by electronic means. You may access and retain a record of the documents you electronically sign through [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).
- **Electronic Delivery of Documents:** You agree that Alternative Securities Markets Group will provide you with an electronic copy of all documents and communications related to your account, for example, transaction confirmations, account statements and tax-reporting documentation. When documents related to your Alternative Securities Markets Group account at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) are available, we will send a notice to the email address you have provided, and you will be able to view the documents at any time by visiting [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) and signing into your account.

At any time during the term of this Agreement, you may direct Alternative Securities Markets Group to send all future communications to you in non-electronic form, by sending written notice to us in accordance with Section 16 of this Agreement. You understand and agree that we shall treat any such notice as a withdrawal of your consent to receive communications by electronic delivery and as a request by you to close your account subject to the conditions set forth in Section 1.4.

### 4. User Restrictions

- **Restricted Activities:** In connection with your use of [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), or Alternative Securities Markets Group Services, or in the course of your interactions with Alternative Securities Markets Group, you agree that you will not:

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- Breach this Agreement or any other agreement that you have entered into with Alternative Securities Markets Group.
  - Violate any law, statute, ordinance, or regulation
  - Infringe Alternative Securities Markets Group's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
  - Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
  - Post comments that are false, inaccurate, misleading, defamatory, or contain libelous content.
  - Post comments containing personal information, including without limitations, telephone numbers, street addresses, and last names.
  - Provide false, inaccurate or misleading information.
  - Pay for your transactions with fraudulent funds or with what we reasonably believe to be potentially fraudulent funds.
  - Refuse to cooperate in any investigation or provide confirmation of your identity or any information you provide to us.
  - Use an anonymizing proxy.
  - Control an account that is linked to another account that has engaged in any of these restricted activities. We may use evidence other addresses, common business names, phone numbers and mailing addresses.
  - Use the services in a manner that results in or may result in complaints, disputes, claims, fees, fines, penalties and other liability to Alternative Securities Markets Group or you.
- **Access and Interference:** Much of the information on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) is updated on a real-time basis and is proprietary or is licensed to Alternative Securities Markets Group by third parties. [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) contains robot exclusion headers. You agree that you will not:
    - Use any robot, spider, scraper or other automated means to access [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) for any purpose without our express written permission.
    - Attempt to obtain unauthorized access to any features of [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), or to any other protected materials or information, through any means not intentionally made available to you by Alternative Securities Markets Group.
    - Take any action that may impose (in our sole judgment) any unreasonable or disproportionately large load on our infrastructure.
    - Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) without the prior expressed written permission of Alternative Securities Markets Group and the appropriate third party, as applicable.
    - Interfere or attempt to interfere with the proper working of the website or any activities conducted on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)
    - Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, or surreptitiously intercept or expropriate any system, data or information.

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- Use any device, software or routine to bypass our robot exclusion headers or other measures we may use to prevent or restrict access to [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)
- Take any action that may cause Alternative Securities Markets Group to lose any of the services from our internet service providers, payment processors, or other suppliers.

## 5. Your Liability and Actions We May Take

- **Your Liability:** You are responsible for all claims, fees, fines, penalties and other liability incurred by Alternative Securities Markets Group or any third party caused by or arising out of your breach of this Agreement or your use of the Services. You agree to reimburse Alternative Securities Markets Group for all such liabilities.
- **Actions We May Take:** If you engaged in any restricted activities, we may take various actions to protect Alternative Securities Markets Group from claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:
  - i. We may close, suspend, or place restrictions on your Alternative Securities Markets Group account at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).
  - ii. We may update inaccurate information you provided to us.
  - iii. We may remove user comments that do not comply with section 4.1 above.
  - iv. We may refuse to provide the Services to you in the future.
  - v. We may take legal action against you.

Whether we decide to take any of the above steps, remove content, or refuse to provide Services, we do not monitor, and you agree we will not be subject to liability for monitoring [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).

- **Account Suspensions or Restriction:** Alternative Securities Markets Group, in its sole discretion, reserves the right to terminate this Agreement or access to [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) or the Services. We also reserve the right to suspend or place restrictions on your account for any reason and at any time upon notice to you. Account restrictions may include a limitation on the dollar amount of transactions we will accept from your account. If your account is suspended, you will be unable to invest and we will not issue any payment to you. If we suspend or place restrictions on your account, we will provide you with notice and opportunity to request reconsideration, if appropriate.

## 6. Contact Alternative Securities Markets Group:

- If you have any questions or comments about this Agreement, your account at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) or Alternative Securities Markets Group's practices, you may contact us at:

Alternative Securities Markets Group Corporation  
4050 Glencoe Avenue  
Marina Del Rey, California 90292

# Alternative Securities Markets Group

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Office: (213) 407 - 4386 / Email: [Legal@AlternativeSecuritiesMarket.com](mailto:Legal@AlternativeSecuritiesMarket.com)  
<http://www.AlternativeSecuritiesMarket.com>

Phone: (213) 407-4386  
[Legal@AlternativeSecuritiesMarket.com](mailto:Legal@AlternativeSecuritiesMarket.com)

## 7. Canceling or Disputing a Transaction

- **Alternative Securities Markets Group is not authorized to issue refunds directly to the investor.** We reserve the right to suspend a user's Alternative Securities Markets Group account at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) if a transaction is canceled or disputed. Alternative Securities Markets Group is not responsible for any errors that may arise in the transmission of your order to the issuer. You may call Alternative Securities Markets Group at (213) 407-4386 or Email Alternative Securities Markets Group at [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM) to request cancellation of a transaction, or, if you believe a transaction on your account was unauthorized, to dispute a transaction. Refunding the transaction is ultimately at the discretion of the escrow agent (for funds being held in escrow) or the issuer. If the issuer allows redemption, funds will be returned and the security issuance canceled based on the terms and time-frames indicated in the offering memorandum. To dispute a transaction, you may also file with the escrow agent used to consummate the transaction and receive funds directly from the agent (if an escrow agent was used), in which case you will be required to return the related securities to the escrow agent for cancellation.

## 8. Disputes with Alternative Securities Markets Group

- **Effect of Arbitration Agreement:** This Agreement contains a pre-dispute arbitration agreement. By entering into the arbitration agreement the parties agree as follows:
  - All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
  - Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - The arbitrators do not have to explain the reasons for their award.
  - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the Securities industry.
  - The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
  - The rules of the arbitration forum in which the claim is filed, as amended from time to time, are hereby incorporated by reference into this Agreement.
- **Arbitration Agreement:** All controversies that may arise between (including but not limited to controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of FINRA or the U.S. Securities & Exchange Commission. You make this arbitration agreement on behalf of (i) yourself and your heirs, administrators, representatives, executors, successors,

# Alternative Securities Markets Group

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<http://www.AlternativeSecuritiesMarket.com>

assigns; or (ii) the corporation or other entity for which you are acting as an authorized person; and with all other persons claiming a legal or beneficial interest in your account. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

- **Arbitration Hearings:** Any arbitration hearing will be held in the State of California unless otherwise agreed between you and Alternative Securities Markets Group or unless the rules of the organization administering the arbitration (i.e., the U.S. Securities & Exchange Commission) require another hearing location. You agree to the personal jurisdiction of the Courts of the State of California to interpret and enforce these arbitration provisions described in the Agreement. All arbitration will be held in English Language, unless otherwise agreed to by parties.

## 9. Limitations of Liability

- In no event shall Alternative Securities Markets Group Agents, Employees, Affiliates or Suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) or the Services Agreement (however arising, including negligence). In States that do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply to you. Our liability, and the liability of our Agents, Employees, Affiliates and Suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages.

## 10. No Warranty

- **General:** Alternative Securities Markets Group and our Agents, Employees, Affiliates and Suppliers provide the Services "as is" and without any warranty or condition, express, implied or statutory. Alternative Securities Markets Group and our Agents, Employees, Affiliates and Suppliers disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Alternative Securities Markets Group does not guarantee continuous, uninterrupted or secure access to our Services, and operation of our website may be interfered with by numerous factors outside of our control. In States that do not allow the disclaimer of implied warranties, the disclaimers in this Section may not apply to you. This Section gives you specific legal rights and you may also have other legal rights that vary from State to State.
- **Third Party Data:** To the fullest extent permitted under applicable law, Alternative Securities Markets Group makes no representation or warranty, express or implied, with respect to any third party data provided to Alternative Securities Markets Group or its transmission, timeliness, accuracy or completeness, including but not limited to implied

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warranties or warranties of merchantability or fitness for a particular purpose. Alternative Securities Markets Group will not be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from (i) any such inaccuracy, error, delay or omission, (ii) third-party non-performance, or (iii) interruption in any such third party data due either to any negligent act or omission by Alternative Securities Markets Group of "force majeure" or any other cause beyond reasonable control of Alternative Securities Markets Group.

- **Processing of Payments:** Alternative Securities Markets Group will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts are processed in a timely manners by the issuer, but Alternative Securities Markets Group makes no representations or warranties regarding the amount of time needed to complete processing because our Services and dependent upon many factors outside of our control, such as delays in the banking system.

## 11. Indemnification

- You agree to defend, indemnify and hold Alternative Securities Markets Group and its Officers, Directors, Agents and Employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Services.

## 12. Intellectual Property

- "Alternative Securities Market" is a trademark of Alternative Securities Markets Group. All page headers, logos, graphics and icons are protected to the extent allowed under applicable laws. All other designated trademarks and brands are the property of their respective owners. You may not copy, imitate or use any of Alternative Securities Markets Group's intellectual property without its prior written consent.
- **Reporting Intellectual Property Infringement:** Alternative Securities Markets Group respects the intellectual property of others. You may not post content that infringes on the rights of third parties, including but not limited to intellectual property rights such as copyright, trademark and right of publicity. We reserve the right to remove content where we have grounds to suspect a violation of these terms, our policies and any party's rights. If you believe your rights have been violated, please notify us by contacting the Legal Department of Alternative Securities Markets Group by writing us at: Alternative Securities Markets Group, 4050 Glencoe Avenue, Marina Del Rey, California 90292.

Please provide the following in any notice of alleged infringement:

- Identification of the material on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) that you claim is infringing, with enough detail so that we can locate it on the website (e.g., provide link and description);
- Identification of the rights (or works if relevant) claimed to have been infringed;

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- A statement by you that you have a good faith belief that the disputed use is not authorized by the rights owner, its agent or the law;
- A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) you are the rights owner or you are authorized to act on behalf of the rights owner;
- Your address, telephone number and email address; and
- Your physical or electronic signature

## 13. Assignment

- You may not transfer or assign any rights or obligations that you have under this Agreement without Alternative Securities Markets Group's prior written consent. Alternative Securities Markets Group reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

## 14. Governing Law

- This Agreement shall be governed in all respects by the Laws of the State of California, without regard to conflict of law provisions. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against Alternative Securities Markets Group must be resolved by arbitration in the State of California.

## 15. Severability and Waiver

- If any provision of this Agreement is held to be invalid or unenforceable, such provision and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Legal Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

## 16. Legal Notices

- Alternative Securities Markets Group may provide notice to you by emailing it to the address listed in your account. Notice shall be considered to be received by you within 24 hours of the time it is emailed to you unless we receive notice that the email was not delivered. Except as otherwise stated, notice to Alternative Securities Markets Group must be sent by postal mail to: Alternative Securities Markets Group, 4050 Glencoe Avenue, Marina Del Rey, California 90292.

## 17. Changes to the Agreement

- We may change this Agreement from time to time, and when we do we will post the amended terms on our website at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) and notify you

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by email of the material changes. Amended terms will take effect immediately for new users, and 30 days after they are posted for existing users. This Agreement may not otherwise be amended except in writing signed by you and us.

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## Privacy Policy:

The website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) and the services available on it (collectively, we'll refer to these as the "Alternative Securities Markets Group Services") are provided to you by Alternative Securities Markets Group Corporation ("Alternative Securities Markets Group", "we" or "us"). As we provide you (or the organization for which you are representing) with the Alternative Securities Markets Group services, we collect some personal information. This privacy policy tells you how Alternative Securities Markets Group uses and works to protect your information.

By using Alternative Securities Markets Group's [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), you agree to the terms and conditions of the User Agreement, including Privacy Policy, and you consent to our privacy practices. This includes the use and disclosure of any personal information you have shared with us and its transfer and storage on our servers in the United States, as described below.

### **Collection:**

When you register for the [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) services and apply for an account, we may collect information about you, including:

- Information that you provide to us to set up a User Account for your and identify you on the Site, including Username, Password and secret questions and answers.
- Contact information, including first and last name, phone number, fax number, email address and mailing address.
- Payment information, including email address, bank account number and routing number.
- Profile information, including your investment preferences and other information you may provide us that allows us to customize your [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) experience.
- Other information we are required by law to collect from you, or from our consumer reporting agencies, to process securities-related transactions, to assess the suitability of various investments, and to comply with tax laws and anti-money laundering laws. This includes Social Security Number, Date of Birth, Gender, Country of Citizenship, Liquid Assets, Net Worth, Education, Occupation, Employment Status, Employer Contact Information, Annual Income, Investment Objectives and Suitability Profile.

We may obtain information about you when you interact on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), for example, your transaction history, information about your contacts with Customer Service, and your responses to promotions or special offers.

We may collect some information automatically from your computer while you browse our website, such as where you go on the site and what you do there. We collect our Internet Protocol (IP) address, computer and connection information, browser type and version, operating system, Internet Service Provider (ISP), time stamps, banner ads you click, the URLs you come from and go to next, and a cookie number.

We may also obtain information about you through other sources such as credit agencies, affiliates and business partners.

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## **Use:**

We use the information we collect to:

- Operate the [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) site.
- Verify your identity and contact information.
- Provide you with information and services you request.
- Set up your trading account, issue an account number and a secure password, maintain your portfolio and trading activity, and contact you with account information.
- Customize your experience on the [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) site.
- Communicate with you about your transactions, service updates and other administrative issues.
- Send you targeted marketing and promotional offers, based on your communications preferences.
- Measure and improve [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) and its services.
- Resolve disputes, address complaints and troubleshoot technical problems.
- Analyze site and user behavior and prepare aggregated reports.
- Comply with applicable laws and regulations.

## **Sharing and Disclosure:**

The cornerstone of this Privacy Policy is our commitment to keep your personal information confidential. Alternative Securities Markets Group does not sell, license, lease or otherwise disclose your personal information to any third party for purposes of marketing by the third party or for any reason, except as described below. To provide our products and services, we may disclose your information to the following parties:

*Issuers:* we may share your information with our participating issuers. They will use information only as necessary to complete your transactions and to include collected information needed to register you as a shareholder of the issuer and issue the shares that you have purchased.

*Alternative Securities Markets Group Affiliates:* We may share information with present or future affiliates, including our subsidiaries, joint ventures or other companies under common control, where it may be used to provide joint services or for such purposes as internal statistics, strategic decision-making, customer reviews, identifying customer trends, customer verification, fraud prevention and security. You may limit our affiliates from marketing their products or services to you based on personal information that we collect about you and share with them. This information may include your name, email address, mailing address, age, employment status, general account and demographic information and account history with us. To limit affiliate marketing offers, contact us by email at [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM) to change your account preferences.

*Service Providers:* We may share information with service providers under contract who help with our business operations and internal functions, for example, verifying our users, processing accounts, order fulfillment, client service, client satisfaction surveys or other data collection activities relevant to our business, maintaining the [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) site, and providing related services, such as electronic funds transfers and wires. Our service providers are required to protect personal information in a manner similar to the way we protect personal information and to only use it for the services they provide to us.

*Legal and Other Disclosure:* We may disclose information when permitted by law or under the good-faith belief that such disclosure is necessary under applicable law, to comply with legal process served on Alternative Securities Markets Group; to protect the property interests of Alternative Securities Markets

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Group, [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), Alternative Securities Markets Group Agents and Alternative Securities Markets Group Employees; or to protect personal safety or the safety of the public.

**Assets:** As our business evolves, Alternative Securities Markets Group may sell, transfer or otherwise share some of its assets in connection with a merger, reorganization or sale of assets, or in the event of bankruptcy. In such an event, personal information may be one of the assets transferred.

If we propose to share information in a manner not covered in this Privacy Policy, we will notify you of this change by posting an addendum on our site, a notice in the "Announcement" Section of the Site, and if appropriate, provide you an opportunity to opt out of such use.

## **Email Communications:**

**Choice/Opt-Out.** Because we do not share your personal information with non-affiliated parties for marketing purposes, there is no need for you to opt out of such uses. At any time, you have the ability to opt out of receiving marketing communications from Alternative Securities Markets Group or [Alternative Securities Markets Group.com](http://www.AlternativeSecuritiesMarket.com), but you may not opt out of administrative emails (for example, electronic delivery of financial information, or emails about your transactions or our policy changes) while you are a registered user of [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). In such cases, you can opt out by simply emailing [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM) stating you would like to cancel your registration with [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).

**Email Tools:** If you send emails to a recipient through [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), they will receive your email and any personal message you include. We use the email address you provide to send your requested communication and for no other purpose. We may be required by law to retain these emails; they are NOT private communications. You may not use our email tools to send spam or content that violates the User Agreement.

**Anti-Spam Policy:** Alternative Securities Markets Group does not tolerate Spam. We do not send emails to anyone without permission, and we do not sell or rent email addresses to any unauthorized third party. This does not mean that we can prevent spam from happening on the Internet. If you believe that you have received an unsolicited email from us, please contact [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM) and we will immediately investigate.

## **Cookies and Web Beacons:**

Alternative Securities Markets Group, [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), Alternative Securities Markets Group Service Providers, and other members of our corporate family who provide use with joint services, will sometimes place anonymous cookies or web beacons on your computer when you visit [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). We use these cookies and web beacons to recognize returning users, provide relevant content, measure traffic and activity on the site, monitor and improve our services and protect against fraud. You can block cookies by changing the settings on your browser (consult your browser help menu to find out how), but doing so may prevent us from delivering certain services to you. Your browser must be set to accept cookies in order to access [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) as a registered user.

## **Accessing, Reviewing and Changing Your Personal Information:**

We urge you to review your information regularly to ensure that it is correct and complete. As a registered user, you can review and change your personal information by accessing your account and Profile Page. You may not be able to change some account information online. If you are unable to make the desired

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changes, you can contact us at [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM) for further assistance. Although we will require you to revalidate your personal information periodically, you should promptly update your personal information if it changes or becomes inaccurate.

You can request that we close your [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) account by emailing us at [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM). After we close your account, we may retain some information to comply with law, prevent fraud, assist with investigators, resolve disputes, analyze or troubleshoot programs, enforce our User Agreement and take actions otherwise permitted by law. If your account or membership is terminated or suspended, we may retain some information to prevent re-registration.

## **Security:**

We view protection of your privacy as a very important principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. We have implemented physical, electronic and procedural safeguards that are designed to protect the security of your information in compliance with applicable United States Federal and State Regulations. These include advanced firewall and password protection for our databases, physical access controls to our buildings and files, and restricted access to your personal information to employees that need to know that information to operate, develop or improve our services.

We have invested in leading-edge security software, systems and procedures to offer you a safe and secure investing platform and protect your personal, financial and investment information. While no security system is absolutely impenetrable, we will continually monitor the effectiveness of our security system and refine and upgrade our security technology as new tools become available.

## **Links to Other Sites:**

[www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) may contain links to other websites. We are not responsible for the privacy practices or the content of these sites. If you have concerns about how another website collect and uses information about you, make sure to read that site's own Privacy Policy.

## **General:**

We may change this policy from time to time, and we will post the amended terms on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) and notify you by email of the changes. Amended terms will take effect immediately for new users, and 30 days after they are posted for existing users. You should review this Privacy Policy periodically to remain informed of any changes. You agree to accept posting of a revised Privacy Policy electronically on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) as an actual notice to you.

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## INVESTOR REGISTRATION AGREEMENT:

This Investor Registration Agreement ("Agreement") is made and entered into between you and Alternative Securities Markets Group Corporation ("Alternative Securities Markets Group", "we" or "us"). This Agreement will govern all transactions whereby you subscribe for and purchase equity or debt securities ("Shares"), from time to time, through the facilities of the Alternative Securities Markets Group website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). Before you complete this Agreement, you must read and accept all terms and conditions in, and linked to, this Agreement, including the Alternative Securities Markets Group User Agreement governing use of the Alternative Securities Markets Group website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) and the Alternative Securities Markets Group Privacy Policy. Before you can invest, you must also properly complete the Investor Questionnaire.

- 1. Offering of Shares:** Shares will be offered and sold through the Alternative Securities Markets Group website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) pursuant to individual private offerings ("Offerings") by the respective issuers of such Shares, with each such Offering being made pursuant to the terms, conditions and disclosures (including risk factor disclosures) set forth in the Prospectus for that particular Offering (the "Offering Terms"). The Offering Terms for each Offering for which you subscribe to purchase Shares shall be incorporated herein by this reference, and those Offering Terms shall be binding on you the same as if they were set forth in full in this Agreement. You agree to read carefully and make sure that you understand and agree with the Offering Terms for any Offering before investing. You acknowledge that each Offering involves a high degree of risk, and that by choosing to subscribe for Shares in any Offering you thereby acknowledge that you are prepared and able to bear the risk of loss of the entire purchase price for any Shares you purchase.
- Resale Restrictions and Limitations:** You acknowledge that some Securities Offered on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) may not have filed a registration statement, and may not file a registration statement, with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities ACT"), with respect to any Offering of Shares, and that Shares issued may be "restricted securities" as defined in Rule 144(a)(3) of the Securities Act and will therefore be subject to restrictions on resales. A legend describing those restrictions will be placed on the certificate representing the Shares, and the issuer of the Shares may give stop transfer instructions to the transfer agent for the Shares. Any Shares that you purchase in a "Restricted Offering" may not be resold without registration or an exemption from registration under applicable federal and state securities laws. You will ordinarily be required to wait at least one year before an exemption may become available for you to resell Shares. Any resale of Shares and any removal of a restrictive legend from, or stop transfer instructions relating to, Shares is subject to the approval of the issuer of the Shares and its legal counsel. Alternative Securities Markets Group shall have no responsibility or liability in relation to the issuer's use and removal of legends and stop transfer instructions. These types of securities will be clearly defined at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)
- 2. Investor Registration:** By entering into this agreement, you are registering as a prospective investor in order to become eligible to subscribe for Shares of various issuers in Offerings offered for sale online through the Alternative Securities Markets Group website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)'s bidding platform (the "Platform"). You agree to comply with the terms of this Agreement, the terms of the User Agreement, and the policies posted on the Alternative Securities Markets Group website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), as amended from time to time by Alternative Securities Markets Group in its sole discretion.

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You are required to complete and submit an Investor Questionnaire, which includes information that will allow the Issuer to determine whether investments in Shares are suitable to your situation, based on Alternative Securities Markets Group's internal suitability guidelines for investment and any suitability standards posted on the [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)'s website. We will ask you to update this information at least annually. You are required to provide personal information in the Investor Questionnaire, which will handle in accordance with the Alternative Securities Markets Group's Privacy Policy.

When registering as a prospective investor, you will be required to provide certain information that will be used by the issuer and transfer agent of any Shares that you purchase, including such things as your name and address to be entered on the registry of the transfer agent for such Shares and the address to which you would like to certificate representing such Shares to be delivered.

By registering as a prospective investor, you are providing "written instructions" to Alternative Securities Markets Group under the Fair Credit Reporting Act authorizing Alternative Securities Markets Group to obtain information from your personal credit profile or other information from Experian or a similar credit reporting company. By so doing, you authorize Alternative Securities Markets Group to obtain such information solely to confirm your residence and to confirm your identity to avoid fraudulent transactions in your name.

3. **Password Access to [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com):** After you have completed your registration and Investor Questionnaire and we have completed our suitability review, we will determine based on our internal guidelines whether you qualify to receive password access to the platform. If so, we will notify you that your registration has been accepted, and we will provide you with a password allowing you access to the platform. You will then be permitted to invest in any Offerings in which you are qualified to invest, provide that such Offerings are first listed on the platform after the activation of your registration. We may notify you via email about any new Offering that becomes available on the platform, although we are not required to do so.
4. **Bidding to Purchase Shares; Escrow Account; Closing:** After you have received your password giving you access to the platform, you will be permitted to post bids for Shares pursuant to the Offering Terms for any Offering listed on the platform in which you have been pre-qualified to participate. The terms of any Offering may provide for a fixed investment amount or minimum and maximum amounts that apply to all subscribers in any particular offering. Prospective investors "bid" (i.e., "subscribe for") the amount they are willing to commit to the purchase of Shares in the Offering. We reserve the right to determine which bids of prospective investors will be accepted and in what amounts (in full or in part).

Before placing a bid for Shares in any Offering, you should carefully review all the information in the Prospectus for that Offering. You may ask questions of the issuer and receive answers regarding the terms and conditions of the Offering by submitting the questions via email to us at [LEGAL@ASMMARKETSGROUP.COM](mailto:LEGAL@ASMMARKETSGROUP.COM), and these emails will be passed on to the issuer. IF AN OFFERING IS BEING MADE IN RELIANCE ON RULE 506 OF REGULATION D OF THE SECURITIES ACT and the Offering allows purchasers to participate who are not "accredited investors", as defined in Rule 501(a) of Regulation D, you may also request any additional information from the issuer that the issuer of such Shares possesses or can acquire without unreasonable effort or expense which is necessary to verify the accuracy of information furnished by the issuer in the Prospectus. You may request such information by sending an email to [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM), and these emails will be forwarded to the

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issuer. By placing a bid for Shares in any Offering, you represent and warrant that you have availed yourself fully of the foregoing answers and information prior to placing the bid, and you are satisfied with the information and answers that you have received.

Alternative Securities Markets Group may close an Offering for an Issuer only after enough bids have been received for the Offering to be fully subscribed. An Offering is fully subscribed if at least the minimum offering amount (the "Minimum Amount") referenced in the Prospectus for the Offering has been received in the Escrow Account.

5. **Delivery of Share Certificates:** When your bid to purchase Shares in any Offering is accepted, a certificate representing the Shares purchased will be delivered to you, in accordance with the delivery instructions you have provided upon receipt of cleared investment funds from you.
6. **Covenants:** Alternative Securities Markets Group covenants and promises that, at the time of each Offering of Shares on the Alternative Securities Markets Group websites at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), Alternative Securities Markets Group will comply in all material respects with International, Federal and State Laws as they apply to Regulation A, Regulation S, Regulation D, California Intra-State Securities Offering (Rule 1001), Rule 144 Offerings and EB5 Securities Offerings in connection with these Offerings.
7. **Remedies for Breach of Covenants:** In the event of a breach by Alternative Securities Markets Group of the foregoing covenants that materially and adversely affects your investment in Shares sold to you under this Agreement, Alternative Securities Markets Group shall either:
  - a. Cure the breach, if the breach is susceptible to cure;
  - b. Repurchase the Shares from you if an exemption that authorizes the sale of your shares;  
or
  - c. Indemnify and hold you harmless against all losses, damages, legal fees, costs and judgments resulting directly from any claim, demand or defense arising as a result of the breach ("Losses").

The decision whether a breach is susceptible to cure, or whether Alternative Securities Markets Group shall repurchase Shares from you or indemnify you against Losses, shall be in Alternative Securities Markets Group's sole discretion. Upon discovery by Alternative Securities Markets Group of any such breach of the foregoing covenants requiring cure or repurchase of Shares, Alternative Securities Markets Group shall give you notice of the breach, and of Alternative Securities Markets Group's election to cure the breach or repurchase the Shares, not later than ninety (90) days after our discovery of the breach. In the event Alternative Securities Markets Group repurchases Shares, Alternative Securities Markets Group will pay you the full amount that you paid for such Shares. Upon any such repurchase, you agree to transfer and assign to Alternative Securities Markets Group the certificates representing the Shares, and you authorize and agree that Alternative Securities Markets Group may execute any endorsements or assignments necessary to effectuate the transfer and assignment of the Shares to Alternative Securities Markets Group. Alternative Securities Markets Group's obligation to cure a breach, repurchase Shares, or indemnify you for a breach of the foregoing covenants pursuant to this Section is your sole remedy with respect to a breach of Alternative Securities Markets Group's covenants set forth in Section 7 above.

# Alternative Securities Markets Group

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**8. No Advisory Relationship:** You acknowledge and agree that.

- a. The offer, sale and purchase of any Shares pursuant to this Agreement is an arm's-length transaction between you and Alternative Securities Markets Group.
- b. In connection with the offer, sale and purchase of such Shares, Alternative Securities Markets Group is not acting as your agent or fiduciary.
- c. Alternative Securities Markets Group assumes no advisory or fiduciary responsibility in your favor in connection with the offer, sale and purchase of such Shares;
- d. Alternative Securities Markets Group has not provided you with any legal, accounting, regulatory or tax advice with respect to such Shares; and
- e. You have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed it appropriate.

**9. Alternative Securities Markets Group's Right to Verify Information and Terminate Offerings:**

Alternative Securities Markets Group reserves the right to verify the accuracy and completeness of all information provided by prospective investors and issuers in connection with Offerings. Alternative Securities Markets Group also reserves the right to determine in its reasonable discretion whether a registered user is using, or has used, the Alternative Securities Markets Group website illegally or in violation of any order, writ, injunction or decree of any court or governmental instrumentality, for the purposes of fraud or deception, or otherwise in a manner inconsistent with the terms and conditions of this Agreement or inconsistent with any registration agreement between Alternative Securities Markets Group and the user. Alternative Securities Markets Group may conduct its review at any time before, during or after the posting of a bid or before or after the closing of an Offering. You agree to respond promptly to Alternative Securities Markets Group's requests for information in connection with your registration and accounts with Alternative Securities Markets Group and your bids to subscribe for Shares in any Offering.

At any time prior to the closing of an Offering, Alternative Securities Markets Group, in its sole discretion, delay the closing in order to enable Alternative Securities Markets Group to conduct a pre-closing review to verify the accuracy of information provided by the issuer and prospective investors and to determine whether there are any irregularities with respect to the Offering or the bids for Shares in the Offering. Alternative Securities Markets Group may cancel or proceed with the closing, depending on the results of its pre-closing review. If the Offering is canceled, the Prospectus for the Offering will be removed from the Alternative Securities Markets Group Website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), all bids for Shares will be canceled, and all funds from the bidders which are held in the Escrow Account will be refunded to the bidders.

**10. No Guarantee of Investment or Assurance of any Return on Investment**

ALTERNATIVE SECURITIES MARKETS GROUP DOES NOT WARRANT OR GUARANTEE ANY RETURN ON YOUR INVESTMENT IN ANY SHARES THAT YOU PURCHASE IN OFFERINGS ON THE ALTERNATIVE SECURITIES MARKETS GROUP WEBSITE AT [WWW.ALTERNATIVESECURITIESMARKET.COM](http://WWW.ALTERNATIVESECURITIESMARKET.COM). ALTERNATIVE SECURITIES MARKETS GROUP DOES NOT WARRANT OR GUARANTEE THAT YOU WILL EVER BE ABLE TO RESELL SUCH SHARES, THAT YOU WILL BE ABLE TO RECOUP ALL OR ANY PART OF THE PURCHASE PRICE FOR SUCH SHARES, OR THAT YOU WILL EVER MAKE A PROFIT ON SUCH SHARES.

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11. **Restrictions on Use:** Except as provided in Section 14 below, you are not authorized or permitted to use the Alternative Securities Markets Group's website at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) to bid for or purchase Shares for someone other than yourself. You must be an owner of the Deposit Account you designate for electronic transfers of funds, with authority to direct that funds be transferred to or from the account. Alternative Securities Markets Group may in its sole discretion, with or without cause and with or without notice, restrict your access to the Alternative Securities Markets Group website at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).
12. **Suitability Representations and Warranties:** By placing a bid to subscribe for Shares in any Offering, you represent and warrant that you satisfy all applicable suitability requirements and other requirements to invest that are described in the Prospectus for that Offering or on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). You also agree to provide any additional documentation reasonably requested by us to confirm that you meet applicable suitability standards, including minimum financial suitability standards that may be required by the Securities Administrators of certain states.
13. **Other Representations and Warranties:** You warrant and represent to Alternative Securities Markets Group, as of the date of this Agreement and as of any date that you commit to purchase Shares by placing a bid for Shares, that:
  - a. You have the legal competence and capacity to execute and perform this Agreement and that you have duly authorized, executed and delivered this Agreement;
  - b. In connection with this Agreement you have complied in all material respects with applicable federal, state and local laws; and
  - c. If you are entering into this Agreement on behalf of a corporation, partnership, limited liability company, trust, or other entity ("institution"), you warrant and represent that (i) you have all necessary power and authority to execute and perform this Agreement on such institution's behalf; (ii) the execution and performance of this Agreement will not violate any provision in the institution's certificate of organization, by-laws, indenture or trust, partnership agreement, or other constituent agreement or instrument governing the formation or administration of your institution; and (iii) the execution and performance of this Agreement will not constitute or result in a breach or default under, or conflict with, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking to which the institution is a party or by which it is bound.
14. **Alternative Securities Markets Group's Representations and Warranties:** Alternative Securities Markets Group represents and warrants to you, as of the date of this Agreement and as of any date you commit to purchase Shares, that:
  - a. It is duly organized and is validly existing as a corporation in good standing under the laws of California and has corporate power to enter into and perform its obligations under this Agreement; and
  - b. This Agreement has been duly authorized, executed and delivered by Alternative Securities Markets Group and constitutes a valid and binding agreement of Alternative Securities Markets Group, enforceable against Alternative Securities Markets Group in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws.

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15. **Prohibited Activities:** You agree that you will not do the following in connection with any Offering, any bid to subscribe for Shares in and Offering, or any other transaction involving or potentially involving Alternative Securities Markets Group or any issuer of Shares on the Alternative Securities Markets Group website at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)
- Represent yourself to any person, as a director, officer or employee of Alternative Securities Markets Group or of an issuer of Shares on the Alternative Securities Markets Group website at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) unless you are such director, officer or employee;
  - Propose or agree to accept any fee, bonus, kickback or other thing of value of any kind in exchange for your agreement to bid for or recommend that anyone else bid for Shares in any Offering on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com);
  - Engage in any activities that require a license as a broker or dealer in connection with any Offering of Shares on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com);
  - Violate any International, Federal, State or Local Laws, including, but not limited to, U.S. Federal and State Securities Laws, in connection with any transaction in the securities of an issuer that has made or is making an Offering of its Shares on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).
16. **Termination of Registration:** Alternative Securities Markets Group, may in its sole discretion, with or without cause, terminate this Agreement by giving you notice as provided below. In addition, upon our reasonable determination that you have violated the provisions of section 16, have made a material misrepresentation in connection with this Agreement or your Investor Questionnaire, or have otherwise failed to abide by the terms of this Agreement, Alternative Securities Markets Group may, in its sole discretion, immediately and without notice, take one or more of the following actions:
- Terminate or suspend your right to bid for Shares or otherwise participate in Alternative Securities Markets Group's website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)
  - Terminate this Agreement and your registration with Alternative Securities Markets Group's website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)

Upon termination of this Agreement and your registration with Alternative Securities Markets Group's website [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), any bids you have placed on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) shall terminate and will be removed from the site immediately, but your right under the Agreement to any Shares purchased prior to the effective date of the termination shall not be affected by the termination.

17. **Indemnification:** In addition to your indemnification obligations set forth in the Alternative Securities Markets Group User Agreement for [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), you agree to indemnify, defend, protect and hold harmless Alternative Securities Markets Group and its Officers, Directors, Stockholders, Employees and Agents against all claims, liabilities, actions, costs, damages, losses, demands and expenses of every kind, known or unknown, contingent or otherwise (i) resulting from any material breach of any obligation you undertake in this Agreement, including but not limited to your obligation to comply with any applicable laws; or (ii) resulting from your acts, omissions and representations (and those of your employees, agents or representatives) relating to Alternative Securities Markets Group and [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). Your obligation to indemnify Alternative Securities Markets Group shall survive termination of this Agreement, regardless of the reason for termination.

# Alternative Securities Markets Group

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18. **Alternative Securities Markets Group's Right to Modify Terms:** We may change this Agreement from time to time, and when we do we will post the amended terms on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) and notify you by email of material changes. Amended terms will take effect immediately for new registrants and 30 days after they are posted for existing registrants. This Agreement may not otherwise be amended except in a writing signed by you and us.  
You authorize Alternative Securities Markets Group to correct obvious clerical errors appearing in information you provide to Alternative Securities Markets Group, without notice to you, although Alternative Securities Markets Group expressly undertakes no obligation to identify or correct such errors.

This Agreement, along with the Alternative Securities Markets Group User Agreement for [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), represents the entire agreement between you and Alternative Securities Markets Group regarding your participating as a prospective investor on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Alternative Securities Markets Group with respect to your involvement as a prospective investor on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).

19. **Notices:** All notices and other communications hereunder shall be given by email to your registered email address or will be posted on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com), and shall be deemed to have been duly given and effective upon transmission or posting. All notices, required disclosures and other communications to you will be transmitted to you by email to your registered email address. You can contact us by sending an email to [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM). You also agree to notify us if your registered email address is changed by sending an email to [LEGAL@ALTERNATIVESECURITIESMARKET.COM](mailto:LEGAL@ALTERNATIVESECURITIESMARKET.COM)
20. **Non-Disclosure Agreement:** By entering into this Agreement, you agree not to disclose, except on a confidential basis to your legal and financial advisors exclusively for the purposes of rendering professional advice to you, any information which you receive or have received from Alternative Securities Markets Group or on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) that relates to any Offering of Shares posted on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) or relates to the business of any issuer of such Shares, including, for example, information presented in a Prospectus for an Offering of Shares on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) ("Confidential Information"). You shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the issuer that provided such Confidential Information. You shall not, without such issuer's prior written approval, use for your own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the issuer, any confidential information.

The term "Confidential Information" shall exclude any information that, at any given time:

- a) Has been publicly disclosed by the issuer or by any third party through no fault of your own;
- b) You have received by some legitimate means other than from Alternative Securities Markets Group or its representatives or from the issuer or its representatives; or
- c) The issuer has authorized you in writing to disclose

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21. **No Warranties:** EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS AGREEMENT, NO PARTY TO THIS AGREEMENT MAKES ANY REPRESENTATIONS OR WARRANTY TO ANOTHER PARTY TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
22. **Limitation of Liability:** IN NO EVENT SHALL ONE PARTY BE LIABLE TO ANOTHER PARTY FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, NO PARTY MAKES ANY REPRESENTATION OR WARRANTY TO ANOTHER PARTY REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON ANY INTERNATIONAL, FEDERAL, STATE, LOCAL OR OTHER TAX LIABILITY FOR THE OTHER.
23. **Miscellaneous:** The parties acknowledge that there are not third party beneficiaries to this Agreement. You may not assign, transfer, sublicense or otherwise delegate your rights under this Agreement to another person without Alternative Securities Markets Group's prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this Section shall be null and void. This Agreement shall be governed in all respects by the laws of the State of California, without regard to conflict of law provisions. Except as otherwise provided in this Agreement, you agree that any claim or dispute you have against Alternative Securities Markets Group must be resolved by arbitration in the State of California. Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If any part of this Agreement is a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. The parties agree to execute and deliver such further documents and information as may be reasonably required in order to effectuate the purposes of this Agreement.

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# Alternative Securities Markets Group

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## **Statement of Understanding for Securities Offered to Investors on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)**

**Regulation A (Current):** Regulation A is an exemption for **PUBLIC OFFERINGS** not exceeding \$5 Million USD in any 12-month period. Companies choosing to rely on this exemption must file an offering statement with the U.S. Securities & Exchange Commission on Form 1-A, consisting of a notification, offering circular and exhibits. The SEC staff reviews this offering statement.

Regulation A Offerings share many characteristics with registered offerings. For example, purchasers ("*Investors*") must be provided with an offering circular similar to a prospectus. Just as in registered offerings, the securities can be offered PUBLICLY, using general solicitation and advertising, and purchasers DO NOT RECEIVE '*RESTRICTED SECURITIES*', as explained at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). The Principle difference between Regulation A Offerings and Registered Public Offerings are:

- 1) Financial Statements for a Regulation A Offerings are simpler and do not need to be audited unless audited financial statements are otherwise available.
- 2) Regulation A issuers do not incur either Exchange Act Reporting obligations after the offering or Sarbanes-Oxley Obligations applicable only to SEC reporting companies, unless the company '*meets the thresholds that trigger Exchange ACT Registration*'.
- 3) Companies may choose among three formats to prepare the Regulation A Offering Circular, one of which is a simplified question-and-answer document; and
- 4) Companies may "*test the waters*" to determine market interest in their securities before going through the expense of filing with the SEC.

SEC reporting companies are not eligible to use Regulation A. All other types of companies may use Regulation A, except developmental stage companies without a specified business (for example, "*Blank Check Companies*") and investment companies registered or required to be registered under the Investment Company act of 1940. In most cases, shareholders may use Regulation A to resell up to \$1.5 Million USD of Securities.

The "*test the waters*" provision of a Regulation A allows companies to publish or deliver a written document to prospective purchasers or make scripted radio or television broadcasts to determine whether there is an interest in their contemplated securities offering before filing an offering statement with the SEC. This gives companies the opportunity of being able to determine whether enough market interest in their securities exists before they incur the full range of legal, accounting and other costs associated with filing an offering statement with the SEC. Companies may NOT, however, solicit or accept money for securities offered under Regulation A until the SEC completes its review of the filed offering statement and the Company delivers offering materials to Investors.

**NOTE ABOUT REGULATION A:** *The JOBS Act requires the SEC to develop rules for a new exemption to the existing Regulation A, which will permit offerings up to \$50 Million USD a year without SEC Registration.*

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***Proposed Changes to Regulation A pursuant to the Passage of the JOBS Act in 2012. These changes are expected to be enacted during the first half of 2014.***

The SEC's proposed rules will update and expand the Regulation A exemption by creating the following Two Tiers of Regulation A Offerings:

- **TIER ONE:** Tier One would consist of those offerings already covered by Regulation A – namely securities of up to \$5 Million USD in a twelve month period, including up to \$1.5 Million USD for the account of selling security-holders.
- **TIER TWO:** Tier Two would consist of securities offerings of up to \$50 Million USD in a twelve month period, including up to \$15 Million USD for the account of selling security-holders.

For offerings up to \$5 Million USD, the Company could elect whether to proceed under Tier 1 or Tier 2.

## ***Basic Requirements:***

Under Tier 1 and Tier 2, companies would be subject to basic requirements, including ones addressing issuer eligibility and disclosures that are drawn from the existing provisions of Regulation A. The proposed rules would update Regulation A to among the other things.

1. Permit companies to submit draft offering statements for nonpublic SEC review prior to filing
2. Permit the use of "testing the waters" solicitation materials both before and after filing of the Offering Statement
3. Modernize the qualification, communication and offering process in Regulation A to reflect analogous provisions of the Securities Act registration process, including electronic filing of offering materials.

## ***Additional Tier 2 Requirements:***

In addition to the three basic requirements, companies conducting Tier 2 Offerings would be subject to the following requirements.

1. Investors would be limited to purchasing no more than 10% of the greater of the investor's annual income or net worth.
2. The Financial Statements included in the Offering Circular would be required to be audited.
3. The Company would be required to file annual and semi-annual ongoing reports and current event updates that are similar to the requirements for public reporting companies.

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## **Eligibility:**

Regulation A would be available to companies organized in and with their principal business in the United States or Canada, as is currently the case under Regulation A.

The Exemption would not be available to companies that:

- Are already SEC reporting companies and certain investment companies
- Have no specific business plan or purpose or have indicated their business plan is to engaged in a merger or acquisition with an unidentified company.
- Are seeking to offer and sell asset-backed securities or fractional undivided interests in oil, gas or other mineral rights.
- Have not filed the ongoing reports required by the proposed rules during the preceding two years.
- Are or have been subject to a Commission order revoking the company's registration under the Exchange Act during the preceding five years.
- Are disqualified under the proposed 'bad actor' disqualification rules.

## **Preemption of Blue Sky Law:**

Under current Regulation A, offerings are currently subject to registration and qualification requirements in the States where the offering is conducted unless a State-level exemption is available. This has been identified by the GAO and market participants as a central factor for the limited use of current Regulation A.

In view of the range of investors protections provided under the proposal, state securities law requirements would be preempted for Tier 2 offerings. The proposal also explores alternative approaches to addressing this matter, including the coordinated review program proposed by the North American Securities Administrators Association.

## **Current Status:**

The Commission has recently completed a sixty day public comment period on the proposed rules. The Commission is currently reviewing the comments and determining whether to adopt the proposed rules as illustrated above. Enactment is expected during the first half of 2014.

*Companies cannot use this new exemption until the SEC adopts final rules.*

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## OTHER SECURITIES THAT MAY BE OFFERED:

**California Intra-State Exempt Securities ("CA1001"):** Section 3(a) (11) of the Securities Act exempts from registration any offering made solely to persons residing in a single State or Territory, where the issuer is incorporated and doing business in the same state. The rationale is that a wholly Intra-State transaction is adequately policed by the Laws of the State, hence there is no need for an additional layer of Federal Law.

Under Rule 147, an issuer does business in the State (1) at least 80% of its gross revenues (*including subsidiaries*) is derived from operations or assets in-state; (2) at least 80% of its assets (*including subsidiaries*) is located in-state; (3) at least 80% of the offering's net proceeds is used in-state; and (4) its principal office is in-state. During the offering period and for nine months from the last sale by the issuer, purchasers may only resell their stock to other persons living in-state.

Companies listed on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) use CA1001 in combination with California Section 25102(n)

California 25102(n) is limited to issuers that are California Companies (*with some minor exemptions*). Investors must be "*qualified purchasers*". This means, generally, accredited investors and natural persons with a net worth specified in the statute.

Issuers relying on 25102(n) may **PUBLICLY** disseminate a limited written announcement of the offering. Potential investors may then respond to the announcement by contacting the issuer. The issuer may not telephone a prospective investor until it has determined that the investor is a qualified purchaser. Issuers must provide disclosure documents to the non-accredited investors at least five days prior to sale.

**Regulation S:** Regulation S ("*Reg S*") is an exemption designed by the U.S. Securities & Exchange Commission for Companies seeking to raise capital from investors located OUTSIDE of the United States. A Regulation S Offering under the Securities Act of 1933, as amended (the "*Securities Act*") is a safe harbor rule that defines when an offering of Securities would be considered an "offshore transaction" so as not to be subject to the registration obligations imposed under Section 5 of the Securities Act.

A Regulation S Offering (Foreign Direct Public Offering) only exempts the issuer from the registration requirements. It does not exempt the issuer from anti-fraud provisions. There are two main requirements in using a Regulation S Offering. The first is the offer and the sale of the securities must be in legitimate offshore transactions. Under a Regulation S Offering, the Company may not offer or sell any securities to a U.S. Citizen or Resident even if that person purchases the securities abroad. Also, the sale must not be done for the purpose of secretly selling the Securities to a U.S. Investor. The second requirement under Regulation S is that there cannot be any directed selling efforts in the United States. Generally, this means a company cannot advertise the Offering in a publication where the circulation crosses over to the United States.

A Regulation S Offering provides two exemptions from safe harbors from U.S. Securities Registrations: an exemption for the initial sale and another exemption for the resale of securities after they are held for a period of time, normally one year.

An important advantage to Companies utilizing Regulation S is that they are able to advertise in the foreign markets in newspapers and other publications. Under Regulation S the Company is allowed to hold seminars, road shows and engage in other general solicitation outside of the United States.

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Also, Foreign Direct Public Offerings (Regulation S) are not integrated with Section 5 Public Offerings or Regulation D Private Placements. Regulation D documents contain rules which apply to transactions in the United States. Regulation S Offering Documents contain rules which apply to foreign transactions only. Therefore, a Company can conduct simultaneous Private Placement Stock Offerings and Foreign Direct Public Offerings without jeopardizing either exemption. Also, Regulation S Investors are treated the same way as accredited investors for the purpose of determining compliance with the 35 non-accredited investor limitation outlined in the Regulation D Private Placement.

**Regulation D / Rule 504:** Rule 504, sometimes referred to as the “*Seed Capital Exemption*”, provides an exemption for the offer and sale of up to \$1 Million USD of Securities in a 12-month period. A Company may use this exemption so long as it is not a Blank Check Company and it is not subject to Exchange Reporting Requirements. In general, a Company may not use general solicitation or advertising to market the securities, and purchasers generally receive “*restricted securities*”. Purchasers of restricted securities may not sell them without SEC Registration or using another exemption, which is further explained on the “*Resale of Restricted Securities*” page at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). Investors should be informed that they may not be able to sell securities of non-reporting companies for at least a year without the issuer registering the transaction with the SEC.

A Company may, however, use the Rule 504 Exemption for a Public Offering of its Securities with general solicitation and advertising, and investors will receive “*non-restricted securities*”, under the following circumstances:

- The Company sells in accordance with a State Law that requires the public filing and delivery to investors a substantive disclosure document, or
- The Company sells in accordance with a State Law that requires registration and disclosure document delivery and also sells in a State without those requirements, so long as the Company delivers to all purchasers the disclosure documents mandated by a State in which it is registered; or
- It sells exclusively accordingly to State Law Exemptions that permit general solicitation and advertising, so long as sales are made only to “*accredited investors*”.

Even if a Company makes a private sale of its Securities, and not specific disclosure delivery requirements are required, a Company should take care to provide sufficient information to investors to avoid violating the anti-fraud provisions of the securities laws. This means that any information a Company provides to Investors must be free from false and misleading statements. Similarly, a Company should not exclude any information if the omission makes what is provided to investors false or misleading.

**Regulation D / Rule 505:** Rule 505 provides an exemption for offers and sales of Securities totaling up to \$5 Million USD in any 12-month period. Under this exemption, a Company may sell to an unlimited number of “accredited investors” and up to 35 persons that are not accredited investors. Purchasers must buy for investment purposes only, and not for the purpose of reselling the securities. The issued securities are ‘restricted securities’, meaning purchasers may not resell them without registration on an applicable exemption, as explained on the ‘Resales of Restricted Securities’ page. If a Company is not a SEC Reporting Company, Investors should be informed that they may not be able to sell securities for at least one year without the Company registering the transaction with the SEC. A Company may not use general solicitation or advertising to sell the Securities.

# Alternative Securities Markets Group

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Corporate: 4050 Glencoe Avenue, Marina Del Rey, California 90292  
Office: (213) 407 - 4386 / Email: [Legal@AlternativeSecuritiesMarket.com](mailto:Legal@AlternativeSecuritiesMarket.com)  
<http://www.AlternativeSecuritiesMarket.com>

Under Rule 505, if the Company's Offering involves any purchasers that are not accredited investors, the Company must give these purchasers disclosure documents that generally contain the same information as those included in a registration statement for a registered offering. There are also financial statement requirements that apply to Rule 505 Offerings involving purchasers that are not accredited investors. For instance, if financial statements are required, they must be audited by a certified public accountant. The Company must also be available to answer questions from prospective purchasers who are not accredited investors.

The Company may decide what information to give to accredited investors, so long as it does not violate the antifraud prohibitions of the Federal Securities Laws. If a Company provides information to accredited investors, it must make this information available to the non-accredited investors as well.

**Regulation D / Rule 506:** Rule 506 is a "Safe Harbor" for the non-public exemption in Section 4(a)(2) of the Securities Act, which means it provides specific requirements that, if followed, establish that a transaction falls within the Section 4(a)(2) exemption. Rule 506 does not limit the amount of money a Company can raise or the number of accredited investors it can sell securities to, but to qualify for the safe harbor, a Company must:

1. Not use general solicitation or advertising to market the Securities.
2. No sell Securities to more than 35 non-accredited investors (unlike Rule 505, all non-accredited investors, either alone or with a purchaser representative, must meet the legal standard of having sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment);
3. Give "*non-accredited investors*" specified disclosure documents that generally contain the same information as provided in registered offerings (*the Company is not required to provide specified disclosure documents to accredited investors, but, if it does provide information to accredited investors, it must also make this information available to the non-accredited investors as well*);
4. Be available to answer questions from prospective purchasers who are non-accredited investors; and
5. Provide the same financial statement information as required under Rule 505.

Purchasers receive "restricted securities" in a Rule 506 Offering. Therefore, they may not freely trade the Securities after the Offering, as explained on the "Resales of Restricted Securities" page at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).

Section 18 of the Securities Act provides a Federal preemption of exemption from State registration and review of private offerings that are exempt under Rule 506. The States still have authority, however, to investigate and bring enforcement actions for fraud, impose State Notice Requirements and collect State Fees.

*Special Note for 506 Offerings: The JOBS Act requires the SEC to eliminate the prohibition on using general solicitation and advertising to qualify for the Rule 506 Safe Harbor where all purchasers of the Securities are accredited investors and the issuer takes reasonable steps to verify that the purchasers are accredited investors. This not provision is not yet effective.*

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## **An ISSUERS OBLIGATION TO INVESTORS TO HAVE SECURITIES LISTED ON [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com)**

- **Financial Reporting** – All companies listed on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) are REQUIRED to submit un-audited financial reports signed by the Company CEO and/or CFO, dated within 60 days of listing on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com). Companies are also required to submit to Alternative Securities Markets Group for listing on the Company page at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) a complete set of un-audited financial reports signed by the Company CEO and/or CFO within 30 days of the close of each business quarter and a complete set of fully audited financial statements within 60 days of the close of each business calendar year. All audited financial reports must be completed by a Alternative Securities Markets Group approved Certified Public Accounting Firm.
- **State of the Company Updates** – All companies listed on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) are REQUIRED to have a quarterly web conference or phone conference call in which a principal member of the company is required to give an update to all current investors and potential new investors (including financial analysts) who wish to participate. Members of the Company are required to allow for ample time for questions from conference call participants. Company CEO's are also required to draft a letter once per month to update investors on the current State of the Company. Both web conference / phone conference call, along with the CEO Letters on the State of the Company will be published on the Company's page at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).
- **Corporate Actions** – Companies listed on [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com) are required to report certain corporate actions, including dividends, stock splits, reverse splits, name changes, mergers, acquisitions, dissolutions, bankruptcies, liquidations, issuances of any new securities not currently disclosed, any new debts incurred by the Company and any changes in management, atleast TEN DAYS prior to the record date. All of these notices will be listed on the Company page at [www.AlternativeSecuritiesMarket.com](http://www.AlternativeSecuritiesMarket.com).

### **Acknowledgement and Signature.**

**This Agreement, together with the "New Investor Questionnaire", "User Agreement", "Privacy Policy", "Investor Agreement", "Statement of Understanding of Securities Offered" and "Issuers Obligation to Investor", sets forth the entire understanding and agreement between Alternative Securities Markets Group and yourself, with respect to the subject matters hereof. By signing this agreement below, you state that you understand all the subject matter and terms of this entire agreement.**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name